

UNITED STATES DISTRICT COURT

US DISTRICT OF UTAH

Sophia Stewart,
Plaintiff,
V.
Michael Stoller, et al.,

EXHIBIT AND WITNESS LIST

Case Number: 2:07-cv-552-DB-EJF

PRESIDING JUDGE Dee Benson					PLAINTIFF'S ATTORNEY PRO SE	DEFENDANT'S ATTORNEY
TRIAL DATE (S) JUNE 25, 2014					COURT REPORTER	COURTROOM DEPUTY
PLF. NO.	DEF. NO.	DATE OFFERED	MARKED	ADMITTED	DESCRIPTION OF EXHIBITS* AND WITNESSES	
		5/28/2014	1		Exhibit 1 Minute 45 Second Video " protected Expression "	
			2		Exhibit 2 The Matrix DVD	
			3		Exhibit 3 Matrix Reloaded DVD	
			4		Exhibit 4 Matrix Revolution DVD	
			5		Exhibit 5 ANIMATRIX DVD	
			6		Exhibit 6 Enter the Matrix Video Game CD	
			7		Exhibit 7 The Terminator DVD	
			8		Exhibit 8 Terminator 2 DVD	
			9		Exhibit 9 Terminator 3 DVD	
			10		Exhibit10 6 pages Movie Treatment The Third Eye May 1, 1981	
			11		Exhibit 11 2 pages Copyright Registration TXu 117-610 May 1, 1981-February 2, 1983	
			12		Exhibit 12 2 pages Copyright Registration TXu 154-281 November 1983-February 6, 1984	
			13		Exhibit 13 1 page Certificate of Registration PAu 3-478-780 July 20, 2010 Matrix 4	
			14		Exhibit 14 1 page Certificate of Registration PAu 3-654-515 February 8, 2013 Terminator 5	
			15		Exhibit 15 1 page Certificate of Registration PAu3-699-333 December 5, 2013 ANIMATRIX	
			16		Exhibit 16 1 page The Writers Guild of America, West Certificate Matrix 4 Evolution	
			17		Exhibit 17 1 page The Writers Guild of America, West Certificate Matrix 4 Attraction	
			18		Exhibit 18 21 pages Affidavits	
			19		Exhibit 19 13 pages Damages	
			20		Exhibit 20 7 pages 1 Minutes 45 Second Artwork Comparison	
			21		Exhibit 21 3 pages ANIMATRIX Artwork Comparison	
			22		Exhibit 22 2 Pages Declaration of Michael Stoller	

* Include a notation as to the location of any exhibit not held with the case file or not available because of size.

THIRD EYE

The proposed science fiction film deals with Earth during the year 2110 A.D. By that time planet Earth had experienced horrible nuclear wars, and a Spiritual Evolution was underway. Also, Man was finally moving from the unconscious to the conscious stages of spiritual development. Thus, it seemed apparent that spirituality would soon prevail over technocracy and Earth would have lasting "Peace".

Unfortunately, members of Earth's largest banking institutions and corporations secretly banded together in a final effort to maintain the object-worship of money as a permanent way of life. By controlling the mass media (television, newspapers and radio), the secret organization, with a code name of "Rothfellers", convinced people on Earth to rebuild their weapon systems as a means to provide money and jobs for everyone. War began again even before the new weapon systems were finished, and most of the population abandoned the pursuit of Spirituality or died in nuclear battles.

One of the major research and weapon systems development organizations on Earth was headed by a philosopher-scientist, Ikahan. His organization was instrumental in building the Spacestar, a huge vehicle shaped like a pyramid designed for inter-planetary warfare and space travel. Additionally, the

J. J. May 15th 1991

Spacestar was to be the flagship of Earth's space fleet, and it contained the most secret and highly advanced devices known at that time.

The Rothfellers commanded Ikahn to use the Spacestar as a vehicle for war against people who resisted their tyranny. Ikahn accepted the assignment with some reluctance.

Just before beginning the assigned mission, Ikahn personally experienced a Spiritual Happening that became manifest in the form of an "eye". After the 'Happening', he set it aside as simply a hallucination and continued his organizational tasks. These tasks included collecting the finest, most highly trained people on Earth to operate the Spacestar. When all of the preparations were completed, the vessel left the orbiting dock where it had been constructed. At that time, Ikahn experienced another Spiritual Happening, and he envisioned the "eye" again. After the 'Happening' Ikahn discussed the event with one of his close associates who informed him that some members of the Spacestar crew were rebels against the Rothfellers, and they stole galactic maps of the universe from top-secret stellar receiving stations. These people were pointed out to Ikahn who confessed that they possessed information concerning the main source of Spiritual Power, the THIRD EYE, that exists on a planet named Cove III in the distant universe.

More importantly, the rebels produced incontrovertible evidence proving to Ikahn that the Rothfellers intended,

J. May 14 1981

to control and reduce Earth's population to industrial object-worshippers, and they wanted to systematically destroy the concept of God. They also explained to Ikahn that his Spiritual Happening had meaning, and that he was destined to stand before the THIRD EYE; also, that he was to bring that power back to Earth.

Ikahn retired to his quarters for meditation, and received notification from the Rothfellers on Earth to open his secret orders. These orders clearly specified exactly what the rebels on board the Spacestar stated, and Ikahn became infuriated over the fact that he had been duped into leading an expedition of destruction eventuating in eliminating the consciousness of God from the population on Earth.

Ikahn called all the people of the Spacestar together and confessed this information. They voted to join the rebels. As a result, the Rothfellers on Earth informed Ikahn that they would hunt down the valuable Spacestar and execute all of the rebels.

The Spacestar fights many battles with Earth's fleet, pirates, and experiences space storms. Many are wounded, and others die. Eventually they are forced to land on the planet Sorr, ruled by Queen Johnay, that is completely operated by machines powered by energy from the "Black Moons". The light from planet Sorr is such that it encompasses everything in darkness, and it does not lend itself to

cc May 1st 1981

accurate interstellar navigation unless a space vehicle is within at least one million miles of its atmosphere.

Although Queen Johnay agrees to help Ikan with repairs and medical attention for the many wounded people, she informs Rothfellers on Earth about the arrival of the Spacestar.

Queen Johnay is gorgeous, and possesses the unique capability of changing the color of her skin to reflect her inner emotions. Unfortunately for Queen Johnay, she comes into intimate contact with Ikahn's growing spirituality that penetrates her machine-conditioned consciousness; she falls in love with Ikahn. At the last minute Johnay helps Ikahn and his people to escape from Sorr, avoid the oncoming war fleet from Earth. Ikahn escapes, but the Rothfellers soldiers capture and hold Johnay as a hostage for her deceit.

Ikahn moves to the planet Cove III that contains the THIRD EYE, and takes up orbit around it. By this time he has been informed that his physical strength and Spirituality enables him to stand before the THIRD EYE. But, he will die from that experience if he contains any amount of Spiritual Impurity. Additionally, it is discovered that the test for Spiritual Impurity is DEATH. In other words, the people on the Spacestar are informed that they must all want Ikahn to possess powers of the THIRD EYE, but all of them must first die as a testament for their belief in Ikahn's Spiritual Purity.

The people on Spacestar decide to die for Ikahn, and they descend to the plains on planet Cove III. As they

Johnay 10/178

stand in the open, the surrounding heavens blaze with fire, lightning, thunderous roars, and other phenomenon. All of the people die and Ikahn is left standing--but he is blind. He turns and walks among the bodies of his fallen comrades experiencing humbling emotions. He yells out that he doesn't want the power of the THIRD EYE at a cost so great. Slowly the clothing on his body disintegrates and he is naked on the plains of Cove III. The sound of "OM" emanates from the heavens. He yells out that he wants to die to resurrect the people, but there is no way available for him to kill himself. He falls to his knees, saying: "Oh God, let thy will be done."

The CAMERA PANS the plains of Cove III showing that Ikahn is alone on the grassy emptiness. Slowly the CAMERA moves in for a MEDIUM CLOSE SHOT of Ikahn who is now standing, and each one of the people walks out of Ikahn's body. When the plains of Cove III are again full of the people who are happily facing the blind Ikahn, he is surrounded by magnificent auras of lights that slowly form into two golden beams emanating from his closed eyes. Ikahn slowly opens his eyes and perceives the people who appear before him as all the races on Earth, other planets and stars. It is a multitude of the universe that walked out of him. They are all naked, and without shame.

They decide to go back to Earth in their Spiritual Form with full knowledge that they must defeat armies of

C. May 18/11

the Rothfellers in space and on land.

The followers of Ikahn board the Spacestar and fight their way into Earth orbit. They descend to Earth amid cheers of the multitudes now affected by powers of the THIRD EYE within Ikahn.

The Rothfellers are defeated, and "Peace" is proclaimed. *JK May 14 1981*



This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 410(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.

Paul Raso
REGISTER OF COPYRIGHTS
United States of America

FORM TX
UNITED STATES COPYRIGHT OFFICE
REGISTRATION NUMBER
TXu 117-610
EFFECTIVE DATE OF REGISTRATION
Feb 2 1983

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET

1
TITLE OF THIS WORK THIRD EYE
PREVIOUS OR ALTERNATIVE TITLES NONE
PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work NONE
If published in a periodical or serial give: Volume NONE Number NONE Issue Date NONE On Page NONE

2 a
NAME OF AUTHOR Sofia Stewart DATES OF BIRTH AND DEATH
Year Born 1911 Year Died 1983
Was this contribution to the work a "work made for hire"? Yes No
AUTHOR'S NATIONALITY OR DOMICILE United States WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
OR: Citizen of United States Anonymously? Yes No
OR: Domiciled in United States Pseudonymously? Yes No
NATURE OF AUTHORSHIP Original treatment for Motion Pictures (Crime Text)
NAME OF AUTHOR (STORY) DATES OF BIRTH AND DEATH
Year Born 1911 Year Died 1983

NOTE
Under the law, the "author" of a "work made for hire" is generally the employer, if the employee is an employee (see instructions). For any part of the work that was "made for hire" under the law, the author provided, the employer (or other person for whom the work was prepared) as employer or copyright owner has the right to sue for infringement of the work and death benefit.

b
NAME OF AUTHOR (STORY) DATES OF BIRTH AND DEATH
Year Born 1911 Year Died 1983
Was this contribution to the work a "work made for hire"? Yes No
AUTHOR'S NATIONALITY OR DOMICILE United States WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
OR: Citizen of United States Anonymously? Yes No
OR: Domiciled in United States Pseudonymously? Yes No
NATURE OF AUTHORSHIP Original treatment for Motion Pictures (Crime Text)
NAME OF AUTHOR (STORY) DATES OF BIRTH AND DEATH
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Was this contribution to the work a "work made for hire"? Yes No
AUTHOR'S NATIONALITY OR DOMICILE United States WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
OR: Citizen of United States Anonymously? Yes No
OR: Domiciled in United States Pseudonymously? Yes No
NATURE OF AUTHORSHIP Original treatment for Motion Pictures (Crime Text)

3
YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED MAY 1, 1951 DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK
This information should be given in all cases. ONLY if this work has been published. Month May Day 1 Year 1951

4
COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. Sofia Stewart
3353 Fort Independence St. Apt 145
Brown N.Y. 10462
APPLICATION RECEIVED 02 FEB 1983
ONE DEPOSIT RECEIVED 02 FEB 1983
TWO DEPOSITS RECEIVED

TXu 117-610

EXAMINED BY [Signature] FORM TX
 OF RECORD BY [Signature]
 CORRESPONDENCE
 DEPOSIT ACCOUNT FULFILLER
 FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

- Yes No If your answer is "No," why is another registration being sought? (Check appropriate box) **5**
 - This is the first published edition of a work previously registered in the published form.
 - This is the first application submitted by this author as copyright claimant.
 - This is a changed version of the work, as shown by answer to this application.
- If your answer is "Yes," give Previous Registered as Number Year of Registration

DERIVATIVE WORK OR COMPILED Complete both parts in it for a derivative work; complete only the first for a compilation, a Periodical Material. Identify any preexisting work of which this work is based on or incorporates. **6**

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. **6**

MANUFACTURERS AND LOCATIONS If this is a published work containing photographs or illustrations of non-patented machinery material in English, the law may require that the copies be manufactured in the United States or Canada for full protection. If so, the names of the manufacturers who performed certain processes, and the places where these processes were performed must be given. See instructions for details. **7**

REPRODUCTION FOR USE OF BLIND OR PHYSICALLY HANDICAPPED INDIVIDUALS A signature on this form at space 8, and a check in one of the boxes here in space 8, are prerequisites for deposit to the Library of Congress and distribution solely for the blind and physically handicapped and under the conditions and limitations prescribed by the regulations of the Copyright Office. (1) Copies of the work identified in space 1 of this application in order for equal tactile readability or (2) photographs embodying a facsimile of a reading of that work; or (3) both. **8**

Copies and Photographs Copies Only Photographs Only **8**

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account. **9**

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. **9**

CERTIFICATION I, the undersigned, hereby certify that I am the author other copyright claimant owner of exclusive rights exclusive agent of **10**

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge. **10**

Typed or printed name and date THIRD EYE MAY 1, 1977

Handwritten signature Ms. Sofia Stewart

MAIL CERTIFICATE TO **11**

Name Ms. Sofia Stewart
 Address 3853 104th Independence St.
BRONX, N.Y. 10467

Send your completed card to:
 • Address shown at every step to the printer to Order at Copyright
 • Print your address exactly as the address card has
 U.S. Copyright Office, Library of Congress, Washington, D.C. 20540

TXu 154-281

EXAMINED BY WJL FORM TX
 CHECKED BY _____
 CORRESPONDENCE
 DEPOSIT ACCOUNT FUNDS USED
 FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE, IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has application for this work, or for an earlier version of this work, already been made to the Copyright Office?
 Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box) *

- This is the first published edition of a work previously registered in unpublished form.
- This is the first application submitted by this author as copyright claimant.
- This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give previous registration number * TXU 117-610 Year of Registration 1983

DERIVATIVE WORK OR COMPILATION Complete both spaces in 6 to do for a derivative work; complete only 6a for a compilation.
6. Following material identify any preexisting work or works that this work is based on or adaptations of.

THIRD EYE (Treatment)

7. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

All the new narrative plus 2 brief chapters
1) The Prison and 2) Illustrations & Instructions

MANUFACTURING AND LOCATIONS If this is a published work containing phonorecords of nondramatic literary material in English, the law may require that the copies be manufactured in the United States or Canada for full protection. If so, the names of the manufacturers who performed certain processes, and the places where those processes were performed must be given. See instructions for this 6.
Name of manufacturer(s) _____ Place of manufacture(s) _____

REPRODUCTION FOR USE OF BLIND OR PHYSICALLY HANDICAPPED INDIVIDUALS A signature on this form at space 8, and a check in one of the boxes here by space 8, constitute a non-exclusive grant of permission to the Library of Congress to reproduce and distribute copies for the blind and physically handicapped under the conditions and limitations prescribed by the regulations of the Copyright Office. (2) copies of the work identified in space 1 of this application in Braille (3) similar Braille products or (4) phonorecords constituting a fixation of a reading of that material in (A) Braille.
 Copies and Phonorecords Copies Only Phonorecords Only

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name of _____ Account Number _____

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Non-returned/Not/Returned To V
Ms. Sofia Stewart
3353 Fort Independence St.
Riverdale, N.Y. 10463
 Auto Call / Longpress to (412) 287-8347 or (415) 653-273

CERTIFICATION I, the undersigned, hereby certify that I am the
Card no > author
 other copyright claimant
 owner of material right(s)
 authorized agent of _____
 of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.
 Name of author or other copyright claimant, or owner of material right(s), if _____

Typed or printed name and date of this application work. This date may be the same as or later than the date of publication given in space 2.
Ms. Sofia Stewart Date Jan 30, 1984

MAIL CENTER CARE TO

Enclosures will be mailed in window envelope

Copyright is claimed and necessary records
 • Equal protection to access
 • Electronic work or ready access for blind persons to Register of Copyrights
 • Confirmed that I have complied with the regulations and have
 MAI, the Register of Copyrights, Library of Congress, Washington, D.C. 20540.

Ms. Sofia M. Stewart
 3353 Fort Independence St. Apt. 145
 Riverdale, N.Y. 10463

* If U.S.C. § 108: Any person who knowingly makes a false statement of a material fact in this application for any patent registration provided for by section 108, or in any other statement filed in connection with the registration, shall be fined not more than \$2,000.



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Registration Number
PAU 3-478-780

Effective date of
registration:

July 20, 2010

Title

Title of Work: Matrix 4: The Evolution Cracking The Genetic Codes
Nature of Works: Movie Treatment, Synopsis, 4D Movie Attraction and Hologram Clones - New Machines

Completion/Publication

Year of Completion: 2000

Author

Author: Sophia Stewart

Author Created: Treatment, Synopsis, 4D Hologram Clones - New Machine

Work made for hire: No

Citizen of: United States

Anonymous: No

Pseudonymous: No

Copyright claimant

Copyright Claimant: Sophia Stewart

P.O. Box 31725, Las Vegas, NV, 89173

Limitation of copyright claim

Previously registered: No

Basis of current registration: This is the first application submitted by this author as claimant.

Cancellation

Name: Sophia Stewart

Date: July 15, 2010

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number
PAu 3-654-515

Effective date of
registration:

February 8, 2013

Title

Title of Work: Terminator 5 (The Hologram Clones)

Completion/Publication

Year of Completion: 2000

Author

■ Author: Sophia Stewart
Author Created: script/screenplay

Citizen of: United States

Domiciled in: United States

Copyright claimant

Copyright Claimant: Sophia Stewart

P.O. Box 31725, Las Vegas, NV, 89173, United States

Rights and Permissions

Name: Sophia Stewart

Email: sophiastewart10@yahoo.com

Certification

Name: Sophia Stewart

Date: February 8, 2013

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number
PAu 3-699-333

Effective date of
registration:

December 5, 2013

Title

Title of Work: Animatrix

Completion/Publication

Year of Completion: 1981

Author

■ Author: Sophia Stewart

Author Created: artwork

Citizen of: United States

Copyright claimant

Copyright Claimant: Sophia Stewart

PO Box 31725, las vegas, NV, 89173, United States

Rights and Permissions

Organization Name: All Eyes On Me, Inc.

Name: Sophia Stewart

Email: sophiastewart10@yahoo.com

Telephone: 702-501-5900

Address: PO Box 31725

Las vegas, NV 89173 United States

Certification

Name: Sophia Stewart

Date: December 15, 2013

Correspondence: Yes

Writers Guild of America, West, Inc.
7000 West Third Street
Los Angeles, California, 90048-4329
Telephone: 323-782-4500
Fax: 323-782-4803

Documentation of Registration

The Writers Guild of America, West, Inc. issues this certificate to:
SOPHIA STEWART

for the material entitled:

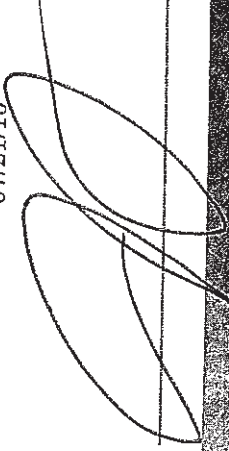
MATRIX 4 THE EVOLUTION "Cracking the Genetic Code"

by the following:

SOPHIA STEWART - Writer

Registration #: 1446995
Material Type: OTHER
Registered By: SOPHIA STEWART

Effective Date: 07/21/10
Expiration Date: 07/21/15



Writers Guild of America, West, Inc.
7000 West Third Street
Los Angeles, California, 90048-4329
Telephone: 323-782-4500
Fax: 323-782-4803

Documentation of Registration

The Writers Guild of America, West, Inc. issues this certificate to:

SOPHIA STEWART

for the material entitled:

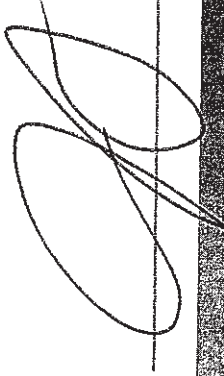
MATRIX 4 ATTRACTION

by the following:

SOPHIA STEWART - Writer

Registration #: 1446998
Material Type: CONCEPT
Registered By: SOPHIA STEWART

Effective Date: 07/21/10
Expiration Date: 07/21/15



1 UNITED STATES PATENT AND TRADEMARK OFFICE
2 APPEAL DIVISION

3
4 Sophia Stewart

Cancellation No. 92058387

5 V.

6 Warner Bros Entertainment Inc.

AFFIDAVIT OF NICHOLAS JACKSON

7
8 **AFFIDAVIT IN SUPPORT OF CANCELLATION:**

9
10 This affidavit is in reference to the February 7th, 2014 telephone conversation I had with Kate Chilton
11 Senior VP of Warner Brothers Entertainment. On February 7th, 2014 I, Nicholas Jackson,
12 had a telephone conversation with Kate Chilton pertaining to the unauthorized KIA car commercial
13 distributed during the Super Bowl, called "KIA Enters the Matrix". I explained to Kate Chilton,
14 that Warner Brothers had no copyrights to the Matrix Movies, and requested that she financially settle
15 with Sophia Stewart, pertaining to the KIA car commercial, that Warner Brothers licensed to KIA unauthorized.
16 During our conversation, Kate Chilton explained to me that she offered a settlement to Sophia Stewart in the
17 amount of \$5-7 million dollars about 5 years ago. I asked Kate Chilton what had developed out of the
18 settlement offer to Sophia Stewart, at which time Kate Chilton explained to me that Sophia Stewart had
19 aborted the settlement offer 5 years ago. Subsequently, I asked Kate if Warner Brothers owned the
20 copyrights to The Matrix Movies, which she explained to me that Warner Brothers does not own copyrights,
21 but only rights to the green lettering images. From these admissions of facts over the telephone, I concluded
22 that Warner Brothers owns no copyrights to the Matrix Movies and therefore cancellation of "Enter The Matrix"
23 Trademark should be granted for lack of valid copyrights in congruence with Matrix Movies.
24
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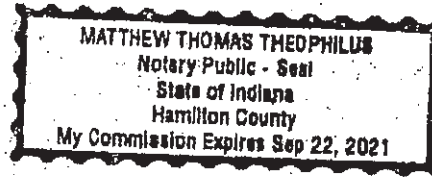
1 I declare under the penalty of perjury that all of the foregoing is true and correct to the best of my
2 knowledge, and belief DATED this 17th day of February, 2014
3
4

5 *Nicholas Jackson*

6 /Nicholas Jackson /

7 Nicholas Jackson
8
9

10 *Matthew T. Theophilus*



15 2 / 18 / 14
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SOPHIA STEWART
P.O. Box 31725
Las Vegas, NV 89173
702-501-5900 (PH)
310-776-7447(F)

UNITED STATES PATENT AND TRADEMARK OFFICE
APPEAL DIVISION

SOPHIA STEWART

(Owner By Copyrights)

Applicant

Filed: January 16, 2014

Mark:

The Matrix

IN AND FOR THE COUNTY)
OF LAS IN THE)ss.
STATE OF NEVADA)

I, SOPHIA STEWART, declare:

1. I am the Applicant in the above-entitled matter.
2. I, Sophia Stewart, affirm by Affidavit under 37 C.F.R. 2.20 that I am the only legal beneficiary copyright owner, Author and Source Work for The Matrix Movie Trilogies. Sequels, Derivatives by copyrighted protected work entitled *The Third Eye*, a written work duly registered with the Library of Congress United States Copyright Office pursuant to the Federal Copyright Act.
3. I am the Author and Owner of " The Third Eye " original source work, graphics, artwork, special effects, characters for the derivatives "The Terminator", "The Matrix", " Enter The Matrix " and " Animatrix " first use in commerce May 1, 1981, November 11, 1983, February 6, 1984, October 26, 1984, March 31, 1999, May 14, 2003 (NA), May 15, 2003 (Europe), June 19, 2003 (Japan), June 3, 2003.

- 1 4. The protected expression, and source work of "The Third Eye" are covered by certificate of
2 copyright registration TXU 117 -610, with the United States Copyright Office on May 1,
3 1981- February 2, 1983 (which was a 6 page movie treatment that came before Cameron's
4 1982 derivative treatment) and (14 years before 1994 agreement- assignment between
5 Warner Bros. and Wachowskis Brothers, Andy and Larry, who had no copyrights nor
6 ownership of the Matrix ever. The theft of the Terminator and Matrix was openly admitted
7 in a transcript to Judge Morrow in the Federal Courts of California on September 27, 2004
8 by all defendants. Warner Brothers lied to Judge Morrow by saying they had paid me for
9 the copyrights in a closed settlement. This document is in the possession of the US Attorney
10 Office, FBI, DOJ, Task Force, and me. Subornation of perjury and fraud on the USPTO
11 for Enter The Matrix. An attorney at law causes a client to lie under oath, or allows
12 another party to lie under oath Title 18 U.S.C. 1622 provides that : Whoever procures
13 another to commit any perjury is guilty of subornation of perjury, and shall be fined under
14 this title or imprisoned not more than five years, or both.
15
16
17
18
19 5. Additional work was registered on Creation date November 1983- February 6, 1984 (TXu-
20 154-281). PAn 3-478-780 Creation Date 2000 effective Registration dated July 20, 2010
21 "Matrix 4: The Evolution - Cracking the Genetic Codes" consisting of a narrative, preface,
22 introductions, characters, Matrix Attraction, Hologram Clones, Fourth installment of the
23 Matrix, and illustrations.
24
25 6. Terminator 5, The Hologram Clones, Creation date 2000-February 8, 2013 (PA u 3-654-
26 515. The war of the New Machines against John Conner and the Rebels.
27
28 7. Animatrix, Visual Artwork, Creation date 1981-December 15, 2013 (PA u 3-699-333)

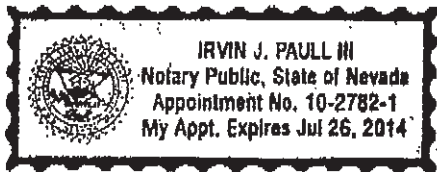
8. In Violation of the Aunt Jemima Doctrine, Warner Bros. has fraudulently procured a Trademark Registration entitled "Enter The Matrix", a derivative that is copyrighted and owned by me. A videos game's Artwork that is based upon "The Third Eye "characters and "Source work".

I declare under the penalty of perjury that all of the foregoing is true and correct to the best of my knowledge, and belief DATED this 16th day of January 2014

Sophia Stewart
Sophia Stewart

STATE OF Nevada)
)
) :ss
COUNTY OF Clark)

On the 16 day of Affidavit, January 2014, personally appeared before me Sophia Stewart, the signer of the foregoing Affidavit, who duly acknowledged that he executed the same.



Irvin J. Paull III
Notary Public
My Commission Expires: July 26, 2014

Sophia Stewart
PO Box 31725
Las Vegas, Nevada 89173
Telephone: (702) 501-5900
Facsimile: (310) 776-7447

Sophia Stewart Applicant

IN THE UNITED STATES PATENT & TRADEMARK OFFICE

IN APPLICATION OF SOPHIA STEWART
(OWNER BY COPYRIGHTS)

Filed: March 14, 2011

Mark:

The Terminator

AFFIDAVIT OF SOPHIA STEWART

Sophia Stewart affirms:

1. I have personal knowledge of the matters set forth in this Affidavit.
2. I, Sophia Stewart, affirm by affidavit under 37 C.F.R. §2.20, that I am the only legal beneficial copyright owner, author and source work of The Terminator Movie, Sequels, Series and Derivatives to include The Terminator, Terminator 2: Judgment Day, Terminator 3: Rise of the Machines, Terminator Salvation: The Future Begins, and the Sarah Chronicles Series by copyright protected work entitled *The Third Eye*, a written work duly registered with the Library of Congress United States Copy Right Office pursuant to the federal Copyright Act. I also affirm that I am the legal beneficial copyright owner, author and source work of the characters of the Terminator, Sarah Connor, John Connor, Kyle Reese and the Future Terminators. I further affirm that the

SOPHIA STEWART Pro Se
P.O. Box 31725
Las Vegas, NV 89173
Telephone: (702) 501-5900
Facsimile: (310) 776 -7447

Attorney for Sophia Stewart

IN THE UNITED STATES FEDERAL DISTRICT COURT
CENTRAL DISTRICT, STATE OF UTAH

SOPHIA STEWART,

Plaintiff,

v.

MICHAEL T. STOLLER, JONATHAN
LUBELL, DEAN WEBB, GARY
BROWN and JOHN DOES I through X,
individuals whose identities are not yet
known,

Defendants.

**AFFIDAVIT OF SOPHIA
STEWART**

Case No. 2:07cv00552DBEJF
The Honorable Dee Benson

Sophia Stewart declares:

1. I have personal knowledge of the matters set forth in this Declaration.
2. On April 24, 2003, I filed a complaint *pro se* in the U.S. District Court for the Central District of California (the "California District Court") against Andy Wachowski et al. for federal copyright infringement, RICO and other claims arising out of their wrongful use and misappropriation of *The Third Eye*, a written work registered with the U.S. Patent and Trademark Office pursuant to the federal Copyright Act (the "Infringement Action").

3. In or about April of 2004, Al Gremedi [explain who he is] recommended the services of Attorney Dean Webb to assist in the prosecution of the RICO claims. Shortly thereafter Mr. Gremedi arranged for a conference call to introduce me to Mr. Webb, which I participated in from my residence in Utah.

4. Mr. Webb agreed to represent me in this matter and I agreed to retain him. He did not send me an engagement letter or otherwise set forth the terms of his representation in writing.

5. In early June 2004, Mr. Jonathan Lubell called me at my home in Utah and offered to represent me along with Mr. Webb. Mr. Lubell recommended that I retain Attorney Gary Brown to act as local counsel in California. I agreed to retain Mr. Lubell and to retain Mr. Brown based on Mr. Lubell's recommendation.

6. Mr. Lubell drafted an engagement letter regarding the legal services to be provided by Messrs. Webb, Brown and Lubell in connection with the Infringement Action. I received the letter by email at my home in Utah. At my home in Utah, I printed the engagement letter, signed it, scanned it and then emailed it to Mr. Lubell.

7. During the period May 2004 through January 2005, Messrs. Webb, Lubell, Brown and I had a number of telephone conversations and email exchanges regarding the Infringement Action. In every case, I participated in the telephone conversations from my home in Utah. Each of Messrs. Webb, Lubell and Brown knew I was participating from home. I received and reviewed all email and other correspondence from Messrs. Webb, Lubell and Brown at my home in Utah.

8. In mid-January 2005, I discharged Mr. Webb as my attorney.

9. In late January 2005, a Mr. Greg Boone contacted me and recommended Attorney Michael Stoller to work with Messrs. Lubell and Brown as my counsel. Mr. Boone introduced me to Mr. Stoller. On or about January 25, 2005, Mr. Stoller called me at my home in Utah to discuss the case, and noted that he knew Mr. Lubell. In that phone call, Mr. Stoller agreed to represent me in the Infringement Action with Messrs. Lubell and Brown. He requested a retainer of \$5,000, with services to be billed on an hourly basis. Mr. Stoller did not provide me with an engagement letter or other document regarding the terms of his services.

10. At no time did Mr. Stoller disclose to me that he had represented the Church of Scientology. In 1999 the Church of Scientology and Warner Brother co-produced and distributed a movie entitled "Battlefield Earth." I did not learn about this until sometime after the filing of the First Amended Complaint in this action.

11. From February 2005 through May 2005, I had telephone conversations and correspondence with Messrs. Brown, Lubell and Stoller, which led me to believe that the three attorneys were working together on my behalf in the Infringement Action. I participated in the telephone conversations from my home in Utah, and I received, revised and responded to any email or other correspondence at my home in Utah.

12. In late April or early May 2005, I had concerns as to how Messrs. Brown, Stoller and Lubell were pursuing the Infringement Action. On May 6, 2005, I sent a letter to each of Mr. Brown and Mr. Lubell discharging each of them as my attorney. I did not discharge Mr. Stoller because I believed at the time he could competently represent me.

13. Mr. Stoller knew and understood my concerns about the prosecution of my case in the Infringement Action. He did not advise me about any recourse I might have against Messrs. Brown, Webb, Stoller, or himself, including a malpractice claim. He did not advise me that I might have limited time to bring a malpractice claim. He did not advise me of any means to preserve malpractice claims. Mr. Stoller also failed to advise me that he had a conflict of interest because of the potential claim against him for malpractice. I relied on Mr. Stoller's advice and representations.

14. On June 21, 2005, Ms. Stoller sent me an email informing me that the California District Court had entered judgment against me on all claims against Defendants in the Infringement Action. Mr. Stoller indicated that a notice of appeal from the dismissal must be filed within 30 days of entry of the judgment. Mr. Stoller also stated "[p]er our conversation, I will prepare and file the [n]otice of [a]ppeal and provide you with a copy for your records, however I believe that separate counsel should proceed with your appeal."

15. I relied on Mr. Stoller's statement that he would file a notice of appeal. In recent conversations with my attorneys in this action, I was first informed that Mr. Stoller never filed the notice of appeal.

16. In late June 2005, Mr. Stoller prepared and filed a motion for reconsideration of the California District Court's judgment dismissing my claims in the Infringement Action. In the memorandum of law supporting the motion, Mr. Stoller cited "excusable neglect" by my attorneys as a primary basis for the requested relief. Mr.

Stoller explained to me that the Court had erred in its initial ruling and that it would likely grant the requested relief.

17. In March 29, 2006, the California District Court entered judgment denying reconsideration and the motion for 60(b) relief. In early April 2006 Mr. Stoller informed me of the Court's judgment and advised me that the case was "over." At the time, I thought that my right to appeal the judgment of dismissal had been preserved by Mr. Stoller filing a notice of appeal.

18. No one, including Mr. Stoller, informed me of the District Court's order, which was entered on July 24, 2006, that I pay \$305,236 of defendants' attorney's fees and costs incurred in the Infringement Action.

19. I first learned of this order when Warner Bros. filed the order in Nevada on August 1, 2007, the day the First Amended Complaint was filed in this action.

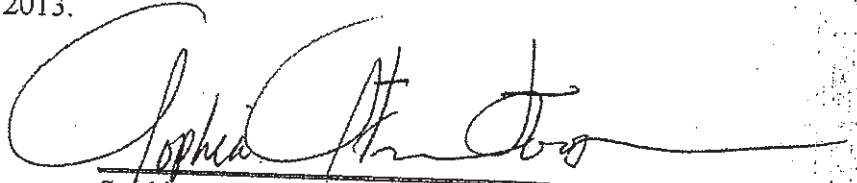
20. Mr. Stoller never advised me about taking an appeal from the judgment against me for defendants' attorney fees.

21. I discharged Mr. Stoller as my counsel by letter dated August 16, 2006, which I sent to Mr. Stoller at his business address. Before that time, Mr. Stoller did not communicate to me any intention to end our attorney-client relationship.

22. On August 31, 2006, Mr. Stoller sent me an invoice for work his firm performed with respect to the Infringement Action, which included charges for legal services on August 25 and August 28, 2006.


23. Based on advice given at various times by Messrs. Brown, Webb, Lubell and Stoller, I did not attend any hearing or other proceeding in the Infringement Action in California.

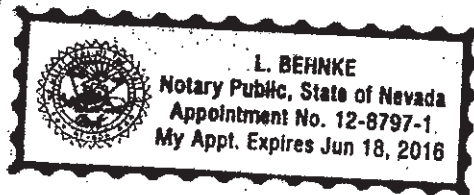
DATED this 5th day of September, 2013.


Sophia Stewart

STATE OF Nevada)
COUNTY OF Clark) :SS

On the 5th day of Affidavit, 2013 personally appeared before me Sophia Stewart, the signer of the foregoing Affidavit, who duly acknowledged that he executed the same.


Notary Public
My Commission Expires: 06/18/2016



1
2 **Pro Se Plaintiff**
3 **SOPHIA STEWART**
4 **P.O. BOX 31725**
5 **Las Vegas, NV 89173**
6 **702-501-5900 (T)**
7 **310-776-7447 (F)**

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

SOPHIA STEWART,
Pro Se Plaintiff,

Case No. 2:07-cv-552CW

District Judge Clark Waddoups
Magistrate Judge Brooke C. Wells

vs.

MICHAEL T. STOLLER, et al
Defendants.

**AFFIDAVIT OF
SOPHIA STEWART**

Sophia Stewart declares:

1. I have personal knowledge of the matters set-forth in this Affidavit.
2. I am the only and absolute legal and beneficial federal copyright owner and author of the intellectual property entitled " The Third Eye " source work that became the Matrix and Terminator Movies, Trilogies, Sequels, and Derivatives and also the movie Battlefield Earth.
3. The protected expression and work are covered by certificate of copyright registration TXU 117-610 Creation date May 1, 1981-February 2, 1983 , TXU 154-281 Creation date November 1983-February 6, 1984 and PAu 3-478-780 Creation date 2000 -July 20, 2010 " Matrix 4 : The Evolution- Cracking the Genetic Codes. " The world famous quote " I will be back " and the first minute and 45 seconds are the protective expression of "The Third Eye " , which is in the introduction of every movie including the " AntMatrix " movie.
4. I further affirm that I own the Trademarks for the Matrix and Terminator and that I intend to develop additional merchandizing, series and derivatives of these brand visual productions for commerce.
5. L. Ron Hubbard and the Church of Scientology stole my work and used the defendants Michael T.

1 Stoller, Gary S. Brown, Jonathan W. Lubell, Dean B. Webb who are members and have ties,
2 including Judge Margaret M. Morrow, Harlan Ellison who is a friend of Hubbard, James
3 Cameron, Gale Ann Hurd, Andy Wachowski. Larry Wachowski in a concerted conspiracy and
4 cover-up to defraud the public and the federal courts of which actions are RICO.

5 6. Andy and Larry Wachowski lost the 2003 California because they never answered the First Amended
6 Complaint ever.

7 7. The Terminator Defendants told Judge Morrow in my 2003 California Case they stole the
8 Terminator movie from me and that I sat on my rights. Judge Morrow told the defendants to
9 admit to that in a federal court of law is Willful Intent and it is a crime. The clock start ticking
10 the moment the victim discovers the theft, not when you commit the act.

11 8. The Wachowskis Brother, Gale Ann Hurd, nor James Cameron never had any copyrights: but
12 committed fraud and perjury on the government agencies and courts.

13 9. The Ad called : THE WRITERS AT THE FUTURE CONTEST sponsored by L. Ron Hubbard is
14 the proof of access. I entered the contest and sent my original science fiction manuscript.

15 10. The Defendants Michael T. Stoller and Gary S. Brown Affidavits were not based on personal
16 knowledge nor facts that would be admissible in evidence without a police investigation.

17 11. Jonathan W. Lubell failed to file an answer to the Default Judgment. It had nothing to do with the
18 Amended Complaint. That was not the issue. The answer he filed October 11, 2011 is the
19 evidence he did not file an answer in a timely matter almost three years later. Lubell have not
20 participated, been in touch with the courts, mail have been returned, and have alleged to have
21 asked Brown to carry on for him. No one has seen him in almost three years.

22 12. The Defendants defrauded me of my money and performed no work. They breached their contracts,
23 duties, padded bills, Perjury, Breach of Trust with Fraudulent Intent, Willful Malfeasance
24 Conduct, Suppression of Evidence, committed fraud, Fraudulent Concealment of Evidence,
25 Malpractice, Criminal Civil Liberties Violations.

26 13. The Defendants did conceal the Material Fact that both Andy and Larry never answered the First
27
28

1 Amended Complaint. The concealment of unilaterally postponing the depositions, no Discovery,
2 Stoller never addressed the Admissions Lubell gave him, Ad Concealment, Stoller 6 DVD
3 Movies Concealment. Dean Webb's abandoned the case, Cutting out all the claims I could get
4 Relief, and the Concealment of the involvement and documented Evidence of Theft of my
5 copyrights by the FBI.

6 14. Ted Mc Bride Affidavit was not based on personal knowledge or facts that would be admissible in
7 evidence, without a police report or investigation. He set the whole thing up so that Warner
8 Brothers could get my copyrights to Matrix and Terminator Franchises for \$5Million Dollars.

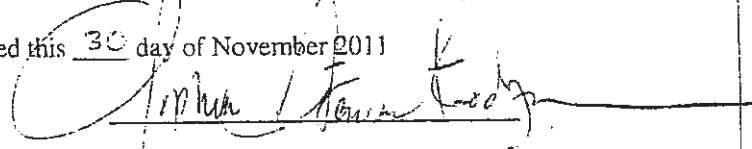
9 15. Mc Bride never did any work to protect me or my case nor gave me court documents in a timely
10 manner. He is Hostile and has committed a material breach by conspiring with the defendants.
11 The court should have not ordered him to stay on my case. Mc Bride knew all of these facts in
12 this Affidavit and did nothing.
13

14 16. Defendant Dean Webb abandoned his representation of my case September 27, 2004, after he cut
15 out all of the causes I could get relief. He was a RICO Specialist and he knew it was a Theft
16 case. He wrote a Law Review on how he could win the case.

17 17. All of the defendants including Mc Bride knew that my case was a Theft case. The defendants and
18 Judge came aboard to intentionally undermine my first case and to keep it from going to trial.
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I declare under the penalty of perjury that all of the foregoing is true and correct to the best of my knowledge, and belief Dated this 30 day of November 2011

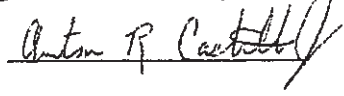


Sophia Stewart

STATE OF NEVADA)

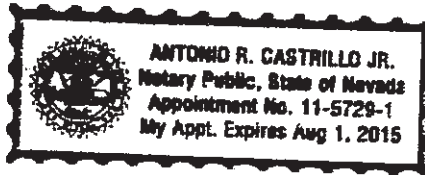
COUNTY OF CLARK)

On the 30 day of November 2011 personally appeared before me Sophia Stewart, the signer of the foregoing Affidavit, who duly acknowledged that he executed the same.



Notary Public

My Commission Expires: 08/01/15



Sophia Stewart
PO Box 31725
Las Vegas, Nevada 89173
Telephone: (702) 501-5900
Facsimile:

Sophia Stewart Applicant

IN THE UNITED STATES PATENT & TRADEMARK OFFICE

IN APPLICATION OF SOPHIA
STEWART

(OWNER BY COPYRIGHTS)

Filed: January 10, 2011

Mark:

The Matrix

**AFFIDAVIT OF SOPHIA
STEWART**

Sophia Stewart declares:

1. I have personal knowledge of the matters set forth in this Declaration.
2. I, Sophia Stewart, affirm by affidavit and declaration under 37 C.F.R. §2.20, that I am the only legal beneficial copyright owner, author and source work of The Matrix Movie Trilogies, Sequels and Derivatives by copyright protected work entitled *The Third Eye*, a written work duly registered with the Library of Congress United States Copy Right Office pursuant to the federal Copyright Act.
3. The protected expression and work are covered by certificate of copyright registration TXU 117-610 Creation date May 1, 1981 – February 2, 1983 “ The

SOPHIA STEWART
CREDITOR
Legal Owner of the Terminator Copyrights and Trademark
P.O. Box 31725
Las Vegas, NV 89173
Telephone: (702) 501-5900
Facsimile: (801) 531-1224

In Propria Persona

IN THE UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT, STATE OF CALIFORNIA
LAS ANGELES DIVISION

In re:

T ASSETACQUISITION
COMPANY, LLC, et. Al.,
DEBTORS

**AFFIDAVIT OF SOPHIA
STEWART**

HON. ERNEST ROBLES

(United States Bankruptcy Court, in the
state of California,
Jointly Administered with Case Nos: 2:09-
31853-ER, 2:09-31854-ER and
2:09-31855ER)

Sophia Stewart declares:

1. I wrote a treatment entitled "The Third Eye" on May 1, 1981.

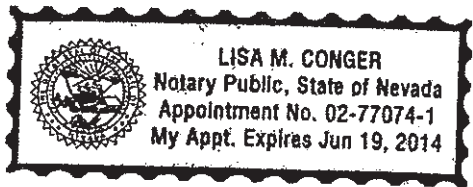
2. The treatment was disseminated to Fox on or about May 4, 1981.
3. The Third Eye six page treatment was registered with the copyright office on Creation date May 1, 1981-February 2, 1983 as registration number Txu117-610, TXU 154-281 Creation date November 1983-February 6, 1984.
4. I copyrighted the Third Eye before the Terminator screenplay was copyrighted in October of 1984. I am the Legal Owner of the Terminator Copyrights and Trademark, March 14, 2011 Serial Number 85266836
5. Between May of 1981 and December 31, 1981, the elements and subject matter of the Third Eye treatment were utilized into a screenplay for production by Hurd and Cameron.
6. The Terminator film that was released, used my May 1, 1981 treatment in the first minute and 45 seconds of the film. It is undisputed.
7. The first minute and 45 seconds of the film released in October of 1984 entitled The Terminator in association with Pacific Western Productions, Inc. reads on the language of the May 1, 1981 treatment.
8. Pacific Western Productions, Inc. was started by Gale Ann Hurd on May 12, 1981. The deception. A Constructive Trust on the Treatment remains.
9. Visual dialogue of the one minute and 45 seconds from the Third Eye treatment are in the DVD/ video copies of the Terminator Movies.
10. I am the equitable and legal owner of the story described in the treatment dated May 1, 1981 and the October 1984 Released Terminator Movie. This matter was registered in February of 1983.
11. Words from the Terminator Film that are not mentioned in Hurd and Cameron Final Script
“ The machines rose from the ashes of the nuclear fire. Their war to exterminate mankind had raged for decades, but the final battle would not be fought in the future. It would be fought here, in our presence tonight. “ Men were involved in war with the machines that laid the foundation for the conflict with the Terminator, Kyle Reese, and Sarah Connor.
The Third Eye
By Sophia Stewart

I declare under the penalty of perjury that all of the foregoing is true and correct to the best of my knowledge, and belief DATED this 12th day of May 2011.

Sophia Stewart
Sophia Stewart only

STATE OF Nevada)
):
COUNTY OF Clark)

On the 12th day of May 2011 personally appeared before me Sophia Stewart, the signer of the foregoing Affidavit, who duly acknowledged that he executed the same.



L. Conger

Notary Public
My Commission Expires: 6-19-14

In this regard, it is noted that Applicant, Time Warner Entertainment Company, L. P. is the world's leading media company. Through its cable network, publishing, music, filmed entertainment and cable system subsidiaries, Applicant is transforming the entertainment landscape on an international basis.

In an attempt to provide the highest level of excitement and entertainment to its media consumers, Applicant's theatrical division, Warner Bros. Pictures, has been at the forefront of the motion picture industry since its inception, and continues as a box office leader today.

In 1999, Applicant released its innovative and groundbreaking film **THE MATRIX**. This film took in more than \$475 million in box office worldwide and was so successful that Applicant has produced two sequels, "**THE MATRIX RELOADED**" and "**THE MATRIX REVOLUTIONS**", which are both scheduled for release in 2003. In addition, Applicant's **ENTER THE MATRIX** video game will be released on May 15, 2003.

The media has extensively reported on the overall impact of **THE MATRIX** film on our culture and movie-making in general. On January 6, 2003 Newsweek magazine did an in-depth cover story profile of the film under the title "2003, Year Of The Matrix, Two Sequels, Fanatic Fans, An Exclusive Preview". (Applicant has enclosed a copy of the cover article as Exhibit 1)

As stated in relevant part:

"Four years ago "The Matrix" arrived out of nowhere and grossed \$171 million in the United States alone- terrific for an R-rated film. But it accelerated into a phenomenon thanks to DVD, becoming the format's first title to sell a million copies. Fans watch it again and again, each time discovering cool new bits, like how the phone conversation that opens the film foreshadows a key betrayal and how scenes inside the Matrix have a green tinge while scenes in the "real world" are blue..."

The *Newsweek* article goes on to state that "... Rather than have their game **ENTER THE MATRIX** slavishly duplicate the events of "**THE MATRIX RELOADED**", they wrote 244-page script specifically for the game... Thanks to the power of today's machines, **ENTER THE MATRIX** manages to recreate much of the rush you get watching the movie... (See page 89 of Exhibit 1)

Applicant has also enclosed representative Press Releases setting forth information regarding its **MATRIX REVOLUTIONS** and **THE MATRIX RELOADED** trademarks and Applicant would direct the Examining Attorney's attention to the references to the **ENTER THE MATRIX** trademark, which have been underlined for her easy review. (See Exhibit 2)

Applicant will use **ENTER THE MATRIX** as a trademark identifier for a wide variety of International Class 9 goods all related to its science fiction film. Further, distinguishing it's **ENTER THE MATRIX** film and products are Applicant's advertisements, which includes a series of posters. These posters all feature extremely dramatic visual presentations of the film's cast members, Keanu Reeves, Carrie Ann Moss, Laurence Fishburne, Jada Pinkett and Monica Belluco. In these posters, the cast members all appear in poses which show them solely from the nose down, and the trademark **THE MATRIX RELOADED** is prominently featured across the bottom of each poster. Applicant has enclosed representative color copies of these posters for the Examining Attorney's review as Exhibit 3 and its **ENTER THE MATRIX** advertisements will be of this same distinctive format. The overall impact is such that anyone encountering **ENTER THE MATRIX** as used in connection with International Class 9 products will readily associate the trademark solely with Applicant, this is especially true given that Applicant's 1999 DVD release of the initial film in this series, **THE MATRIX** was the first DVD to ever have a million copies purchased by the consuming public.

In this regard the Examining Attorney's attention is also directed to the Exhibit 4 article from the May edition of Premiere Magazine's Special Collector's Issue. Premiere Magazine's May cover features 4 different covers each displaying a different **THE MATRIX RELOADED** cast member, each wearing the stylized, mostly leather, futuristic clothing that is inherently connected to **THE MATRIX, THE MATRIX RELOADED, MATRIX REVOLUTIONS** and **ENTER THE MATRIX** film series.

The Examining Attorney's attention is also directed to the Exhibit 5 packet of articles discussing the **MATRIX** film series from the April 16, 2003 edition of the Los Angeles Times, the May 2003 issue of Wired magazine and the April 18, 2003 edition of Entertainment Weekly.

As such, it is respectfully submitted that no consumer confusion could possibly result from the use of the prior Registrants **MATRIX** and **MATRIX POKER** trademark on a contemporaneous basis with the Applicant's **ENTER THE MATRIX** trademark.

In conclusion, the evidence of record clearly supports the position that the **ENTER THE MATRIX** trademark has a unique source identifying significance and will be used in connection with International 9 products which feature a specific genre of entertainment, namely, science fiction, while further exploring the unique vision of this film series. As such, it is respectfully submitted that the respective **MATRIX, MATRIX POKER** and **ENTER THE MATRIX** trademark of the parties can peacefully coexist on the federal register and in the marketplace without any incidence of consumer confusion and the prior cited registration should be withdrawn.

INTELLECTUAL PROP

208 P08 AUG 13 '03 14:08

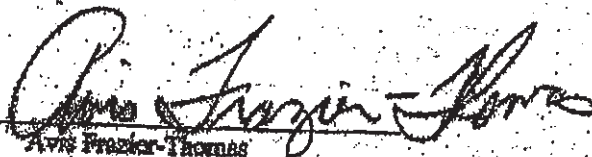
CONCLUSION

In view of the fact that the Applicant has resolved all of the substantive issues and informalities, it is respectfully requested that a Notice of Publication issue for the trademark ENTER THE MATRIX under Section 12 of the Trademark Act as amended.

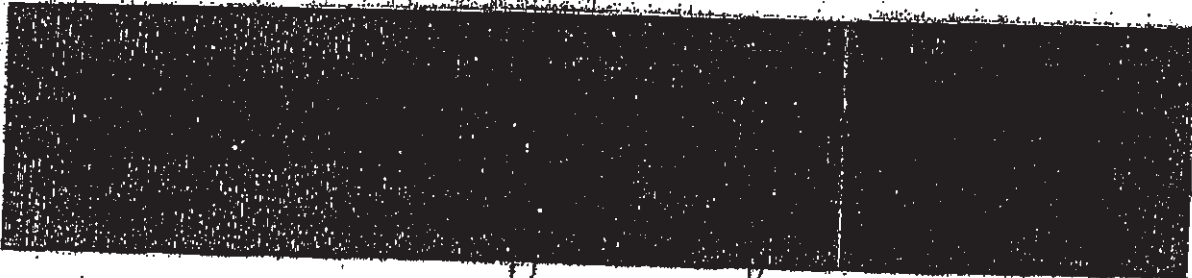
DATED: May 2, 2003

Respectfully submitted,

TIME WARNER ENTERTAINMENT
COMPANY, L.P.

By: 

Aris Frazier Thomas
Attorney for Applicant
c/o Warner Bros.
4000 Warner Blvd.
Bridge Building North, 5th Floor
Burbank, California 9152
Telephone: (818) 954-4956



Box office / business for

Terminator 2: Judgment Day (1991) [More at IMDbPro »](#)

<http://www.imdb.com/title/tt0103064/business>

Budget

\$102,000,000 (estimated)

Opening Weekend

\$31,765,506 (USA) (7 July 1991) (2,274 Screens)
\$3,364,825 (Australia) (11 September 1991) (108 Screens)
\$7,111,685 (Germany) (30 October 1991) (474 Screens)

Gross

\$198,116,802 (USA) (14 October 1991)
\$197,063,519 (USA) (6 October 1991)
\$195,572,034 (USA) (29 September 1991)
\$193,624,962 (USA) (22 September 1991)
\$190,746,136 (USA) (15 September 1991)
\$187,253,083 (USA) (8 September 1991)
\$183,122,792 (USA) (2 September 1991)
\$175,583,219 (USA) (25 August 1991)
\$168,449,764 (USA) (19 August 1991)
\$159,166,629 (USA) (11 August 1991)
\$147,713,569 (USA) (4 August 1991)
\$133,612,304 (USA) (28 July 1991)
\$115,314,239 (USA) (21 July 1991)
\$90,429,618 (USA) (14 July 1991)
\$52,306,548 (USA) (7 July 1991)
\$204,843,350 (USA)
\$7,718,405 (UK) (22 August 1991)
£18,179,000 (UK)
\$519,843,345 (Worldwide)
\$315,000,000 (Worldwide) (except USA)
\$3,364,825 (Australia) (11 September 1991)
AUD 14,641,871 (Australia)
\$7,111,685 (Germany) (30 October 1991)
HKD 27,896,165 (Hong Kong) (10 October 1991)
€9,951,864 (Spain)

Weekend Gross

\$743,580 (USA) (14 October 1991) (612 Screens)
\$1,009,981 (USA) (6 October 1991) (919 Screens)
\$1,252,960 (USA) (29 September 1991)
\$2,063,232 (USA) (22 September 1991)
\$2,481,453 (USA) (15 September 1991)
\$3,106,995 (USA) (8 September 1991)

\$5,401,293 (USA) (2 September 1991)
\$4,089,720 (USA) (25 August 1991)
\$5,544,350 (USA) (18 August 1991)
\$6,725,035 (USA) (11 August 1991)
\$8,587,790 (USA) (4 August 1991)
\$11,051,400 (USA) (28 July 1991)
\$14,895,425 (USA) (21 July 1991)
\$20,738,340 (USA) (14 July 1991)
\$31,765,506 (USA) (7 July 1991) (2,274 Screens)
\$3,364,825 (Australia) (11 September 1991) (108 Screens)
\$7,111,685 (Germany) (30 October 1991) (474 Screens)

Admissions

5,988,898 (France)
3,773,320 (Spain)

Rentals

\$112,500,000 (USA)
£8,948,000 (UK)

Filming Dates

9 October 1990 - 28 March 1991

http://www.imdb.com/title/tt0181852/business?ref_=tt_dt_bus

Box office / business for

Terminator 3: Rise of the Machines (2003) [More at IMDbPro »](#)

Budget

\$200,000,000 (estimated)
\$170,000,000 (estimated)

Opening Weekend

\$44,041,440 (USA) (6 July 2003) (3,504 Screens)
£6,080,369 (UK) (3 August 2003) (478 Screens)
ARS 1,081,302 (Argentina) (15 July 2003) (96 Screens)
\$224,368 (Hong Kong) (13 July 2003) (60 Screens)
€2,107,698 (Italy) (21 September 2003) (511 Screens)
\$12,359,141 (Japan) (13 July 2003) (550 Screens)
PHP 42,000,000 (Philippines) (13 July 2003)
€3,252,451 (Spain) (3 August 2003) (580 Screens)

Gross

INR 27,575,000 (India) (8 August 2003)
INR 52,471,000 (India) (1 August 2003)
€41,629 (Italy) (19 October 2003) (31 Screens)
€169,814 (Italy) (12 October 2003) (98 Screens)
€1,022,348 (Italy) (28 September 2003) (451 Screens)
\$3,772,626 (Japan) (27 July 2003) (549 Screens)
\$8,900,467 (Japan) (20 July 2003) (549 Screens)
\$12,359,141 (Japan) (13 July 2003) (550 Screens)
PHP 42,000,000 (Philippines) (13 July 2003)
€91,450 (Spain) (7 September 2003) (145 Screens)
€820,178 (Spain) (17 August 2003) (468 Screens)
€1,429,865 (Spain) (10 August 2003) (570 Screens)
€3,252,451 (Spain) (3 August 2003) (580 Screens)

Admissions

936,652 (Argentina) (29 July 2003)
686,514 (Argentina) (22 July 2003)
399,237 (Argentina) (15 July 2003)
2,491,584 (Brazil) (14 October 2003)
2,460,662 (Brazil) (7 September 2003)
2,395,931 (Brazil) (31 August 2003)
2,261,134 (Brazil) (24 August 2003)
2,018,820 (Brazil) (17 August 2003)
1,551,643 (Brazil) (10 August 2003)
744,796 (Brazil) (3 August 2003)
2,885,050 (Germany) (7 September 2003)
2,804,656 (Germany) (31 August 2003)
2,619,199 (Germany) (24 August 2003)
2,306,738 (Germany) (17 August 2003)
1,777,185 (Germany) (10 August 2003)
976,476 (Germany) (3 August 2003)
900,544 (Italy) (14 December 2003)
900,289 (Italy) (23 November 2003)
899,820 (Italy) (16 November 2003)
899,581 (Italy) (9 November 2003)
899,542 (Italy) (2 November 2003)
310,382 (Netherlands) (31 December 2003)
172,944 (Norway) (11 September 2003)
162,996 (Norway) (31 August 2003)
137,878 (Norway) (21 August 2003)
2,532,720 (Spain) (7 September 2003)
2,114,925 (Spain) (17 August 2003)
1,735,331 (Spain) (10 August 2003)
1,029,719 (Spain) (3 August 2003)
271,172 (Switzerland)

Filming Dates

€5,405,155 (Italy) (19 October 2003)
 €5,310,265 (Italy) (12 October 2003)
 €4,110,308 (Italy) (28 September 2003)
 €2,107,698 (Italy) (21 September 2003)
 \$32,780,580 (Japan) (27 July 2003)
 \$29,007,954 (Japan) (20 July 2003)
 \$12,359,141 (Japan) (13 July 2003)
 €11,573,990 (Spain) (7 September 2003)
 €11,322,290 (Spain) (31 August 2003)
 €10,716,780 (Spain) (24 August 2003)
 €9,688,341 (Spain) (17 August 2003)
 €7,960,747 (Spain) (10 August 2003)
 €4,779,151 (Spain) (3 August 2003)

Weekend Gross

\$19,814 (USA) (19 October 2003) (55 Screens)
 \$36,720 (USA) (12 October 2003) (94 Screens)
 \$68,546 (USA) (5 October 2003) (186 Screens)
 \$129,961 (USA) (28 September 2003) (281 Screens)
 \$305,453 (USA) (21 September 2003) (335 Screens)
 \$100,361 (USA) (14 September 2003) (120 Screens)
 \$194,233 (USA) (7 September 2003) (208 Screens)
 \$401,206 (USA) (31 August 2003) (303 Screens)
 \$472,095 (USA) (24 August 2003) (411 Screens)
 \$816,420 (USA) (17 August 2003) (633 Screens)
 \$1,624,345 (USA) (10 August 2003) (1,275 Screens)
 \$2,985,446 (USA) (3 August 2003) (1,910 Screens)
 \$5,063,450 (USA) (27 July 2003) (2,660 Screens)
 \$9,327,409 (USA) (20 July 2003) (3,404 Screens)
 \$19,477,207 (USA) (13 July 2003) (3,504 Screens)
 \$44,041,440 (USA) (6 July 2003) (3,504 Screens)
 £89,651 (UK) (21 September 2003) (144 Screens)
 £179,877 (UK) (14 September 2003) (205 Screens)
 £308,774 (UK) (7 September 2003) (270 Screens)
 £526,280 (UK) (31 August 2003) (318 Screens)
 £792,364 (UK) (24 August 2003) (374 Screens)
 £1,390,236 (UK) (17 August 2003) (456 Screens)
 £2,246,627 (UK) (10 August 2003) (447 Screens)
 £6,080,369 (UK) (3 August 2003) (478 Screens)
 ARS 424,636 (Argentina) (29 July 2003) (67 Screens)
 ARS 510,348 (Argentina) (22 July 2003) (68 Screens)
 ARS 775,474 (Argentina) (15 July 2003) (96 Screens)
 \$67,939 (Hong Kong) (18 July 2003) (49 Screens)
 \$312,768 (Hong Kong) (13 July 2003) (65 Screens)
 INR 3,400,000 (India) (29 August 2003)
 INR 6,500,000 (India) (22 August 2003)
 INR 12,535,000 (India) (15 August 2003)

\$150,350,192 (USA) (19 October 2003)
\$150,317,213 (USA) (12 October 2003)
\$150,252,753 (USA) (5 October 2003)
\$150,147,697 (USA) (28 September 2003)
\$150,137,697 (USA) (28 September 2003)
\$149,891,208 (USA) (21 September 2003)
\$149,543,038 (USA) (14 September 2003)
\$149,354,165 (USA) (7 September 2003)
\$149,093,559 (USA) (31 August 2003)
\$148,479,554 (USA) (24 August 2003)
\$147,611,218 (USA) (17 August 2003)
\$145,987,605 (USA) (10 August 2003)
\$142,853,468 (USA) (3 August 2003)
\$137,459,813 (USA) (27 July 2003)
\$127,893,786 (USA) (20 July 2003)
\$110,313,912 (USA) (13 July 2003)
\$72,387,461 (USA) (6 July 2003)
\$150,371,112 (USA)
£18,789,175 (UK) (21 September 2003)
£18,622,818 (UK) (14 September 2003)
£18,280,787 (UK) (7 September 2003)
£17,669,984 (UK) (31 August 2003)
£16,418,864 (UK) (24 August 2003)
£14,550,687 (UK) (17 August 2003)
£11,399,962 (UK) (10 August 2003)
£6,080,369 (UK) (3 August 2003)
\$277,271,324 (Worldwide) (29 December 2003) (except USA)
\$433,371,112 (Worldwide) (30 October 2003)
\$277,120,358 (Worldwide) (6 October 2003) (except USA)
\$283,000,000 (Worldwide) (except USA)
ARS 2,016,286 (Argentina) (29 July 2003)
ARS 1,591,650 (Argentina) (22 July 2003)
ARS 1,081,302 (Argentina) (15 July 2003)
\$1,543,372 (Hong Kong) (15 July 2003)
\$312,768 (Hong Kong) (13 July 2003)
\$1,135,708 (Hong Kong) (13 July 2003)
\$224,368 (Hong Kong) (10 July 2003)
INR 102,481,000 (India) (29 August 2003)
INR 99,081,000 (India) (22 August 2003)
INR 92,581,000 (India) (15 August 2003)
INR 80,046,000 (India) (8 August 2003)
INR 52,471,000 (India) (1 August 2003)
€5,433,178 (Italy) (14 December 2003)
€5,431,811 (Italy) (23 November 2003)
€5,429,702 (Italy) (20 November 2003)
ITL 5,428,408 (Italy) (9 November 2003)
€5,428,069 (Italy) (2 November 2003)

Box office / business for

Terminator Salvation (2009) [More at IMDbPro »](#)

Budget

\$200,000,000 (estimated)

Opening Weekend

\$42,558,390 (USA) (28 July 2012) (3,530 Screens)

£6,936,528 (UK) (7 June 2009) (489 Screens)

\$55,603 (Estonia) (7 June 2009) (6 Screens)

PHP 41,901,536 (Philippines) (31 May 2009) (102 Screens)

Gross

\$125,322,469 (USA) (28 July 2012)
 \$125,320,003 (USA) (6 September 2009)
 \$125,286,889 (USA) (30 August 2009)
 \$125,093,360 (USA) (16 August 2009)
 \$124,869,668 (USA) (9 August 2009)
 \$124,483,966 (USA) (2 August 2009)
 \$124,101,016 (USA) (26 July 2009)
 \$123,769,662 (USA) (19 July 2009)
 \$123,108,404 (USA) (12 July 2009)
 \$122,678,310 (USA) (5 July 2009)
 \$121,925,747 (USA) (28 June 2009)
 \$119,727,528 (USA) (21 June 2009)
 \$105,568,008 (USA) (7 June 2009)
 \$65,316,217 (USA) (24 May 2009)
 £13,597,757 (UK) (28 June 2009)
 £12,767,545 (UK) (21 June 2009)
 £6,936,528 (UK) (7 June 2009)
 \$371,353,001 (Worldwide) (28 July 2012)
 ¥1,020,910,000 (Japan) (13 June 2009)
 PHP 95,468,242 (Philippines) (5 July 2009)
 PHP 94,794,470 (Philippines) (28 June 2009)
 PHP 93,479,008 (Philippines) (21 June 2009)
 PHP 84,300,517 (Philippines) (14 June 2009)
 PHP 68,703,649 (Philippines) (7 June 2009)
 PHP 68,690,545 (Philippines) (7 June 2009)
 PHP 41,901,536 (Philippines) (31 May 2009)
 €7,051,194 (Spain)

Weekend Gross

\$20,205 (USA) (6 September 2009) (24 Screens)
 \$35,236 (USA) (30 August 2009) (81 Screens)
 \$109,787 (USA) (16 August 2009) (203 Screens)
 \$184,376 (USA) (9 August 2009) (288 Screens)
 \$301,072 (USA) (2 August 2009) (324 Screens)
 \$174,175 (USA) (26 July 2009) (148 Screens)
 \$420,964 (USA) (19 July 2009) (195 Screens)
 \$241,731 (USA) (12 July 2009) (221 Screens)
 \$296,372 (USA) (5 July 2009) (311 Screens)
 \$1,088,392 (USA) (28 June 2009) (1,102 Screens)
 \$3,284,230 (USA) (21 June 2009) (1,920 Screens)
 \$8,248,387 (USA) (7 June 2009) (3,304 Screens)
 \$51,943,726 (USA) (24 May 2009) (3,530 Screens)
 £424,277 (UK) (28 June 2009) (393 Screens)
 £803,873 (UK) (21 June 2009) (456 Screens)
 £6,936,528 (UK) (7 June 2009) (489 Screens)
 PHP 117,284 (Philippines) (5 July 2009) (10 Screens)
 PHP 659,403 (Philippines) (28 June 2009) (25 Screens)

PHP 5,915,774 (Philippines) (21 June 2009) (76 Screens)
PHP 10,698,007 (Philippines) (14 June 2009) (102 Screens)
PHP 18,279,766 (Philippines) (7 June 2009) (102 Screens)
PHP 41,901,536 (Philippines) (31 May 2009) (102 Screens)

Admissions

195,877 (Netherlands) (31 December 2009)
94,942 (Norway) (12 July 2009)
1,173,326 (Spain)

Production Dates

April 2008

Filming Dates

5 May 2008 - 22 August 2008

Copyright Holder

T Asset Acquisition Company, LLC

Subject: Additional Data on Gross Receipts for Matrix / 2,3 Billion

From: MBH12MBH@aol.com (MBH12MBH@aol.com)

To: sophiastewart10@yahoo.com;

Date: Tuesday, September 7, 2004 10:20 AM

http://www.forbes.com/forbes/2003/1110/100_print.html

Good Afternoon. How are you doing? Just doing some more research on Matrix et al. According to Forbes Magazine here are some of the sales for Matrix.

Matrix Domestic - \$171 Million, Foreign - \$294 Million, Video/DVD - 398 Million

Matrix Revisited - \$11 Million (note that was a dvd about the making etc)

Matrix Reloaded - \$289 Million, Foreign - \$453 Million, and Video - \$200 million

Enter the matrix video game - \$162 Million

Animatrix - \$68 Million

Matrix Soundtrak - \$37 Million

Merchandise - 3.5 Million

Matrix Revolutions (numbers from Yahoo not Forbes) - 140 Million Domestic

Total of OVER 2.3 BILLION on the low end because we don't have the official foreign and dvd receipts for Matrix Revolutions.

Borrowing the "I want to be alone" line from Greta Garbo, the Wachowskis have let it be known that their agreement with the studio stipulates they don't make promotional appearances or talk to any media. This could be the ultimate publicity stunt--but it could also backfire. Showbiz fame can be as fleeting as a white rabbit.

Interesting quote at the end of the article about how the Wachowski's don't make promo appearances etc. Could it be because of the theft?!

Take care

5/

Sofia Stewart

The proposed science fiction film deals with Earth during the year 2110 A.D. By that time planet Earth had experienced horrible nuclear wars. The 22nd Century will be a time in which Earth will have experienced many computerized nuclear wars, and for the first time in history, the people of earth will feel the ultimate nuclear war that will bring universal death.

-The Third Eye Movie Treatment
By Sophia Stewart

5/1/14
Sofia Stewart, California



"He entered Earth's atmosphere in a
flash of brilliant light."
"After the energy, he lies naked
and still..."

-The Third Eye
By
Sophia Stewart

May 1911
Los Angeles, California

THIRD EYE
By
SOPHIA STEWART



THIRD EYE
by
Sofia Stewart
"The year 2110 A.D. brought many great changes on Earth. Mankind just finished experienced the last of the Atomic Age, when evolution of awareness began; and man was going from the unconscious stages of evolutionary development in to the conscious levels of it. There was no doubt earth would be destroyed."

- "The Third Eye"

By

Sofia Stewart

May 1991

Los Angeles, California



Protected Literary Work

Sophia Stewart – “The Third Eye”

I-Kahn (The One)

X-sers
(young, 200 lbs., muscular, abilities)

Kev
(young, muscular, 230 lbs.)

Old Gypsy Hag
(prophet)

Vashta
(45 yrs, 6’0”, 170 lbs. strong character, wise,advisor, participate when called upon)

Trifina
5’7”, 120 lbs., pure heart, playing always symbolic majority part in the background, awareness of all that takes places, like an angel)

Awn
(Passive in nature, goes along to to a certain extent with what is decided, betrayer; keeps to himself, no abilities

Trev
(Slender, warm hearted, well loved, 20 yrs old, youthful factors, moral support to Neo characters and the rest)

Zonia
(nondescript lady, no major part)

3 Levels of Authority that became same men.

Dome Hidden city above Earth
(Hidden city above ground)

Spacestar Ship
(highly computerized futuristic ship)

The Infringing Work

“The Matrix I-III”

Neo, “One”, an Anagram for One.

Tank
(Same characteristics)

Apoc
(Same characteristics)

Oracle
(Same)

Morpheus
(Same – verbatim)

Trinity
(Same-verbatim)

Cyper
(Same)

Mouse
(Same)

Switch

3 Agents Levels that the became the same men.

Zion Hidden city below
(Hidden city above ground)

Nebchadnzzar Ship
(highly computerized futuristic ship)

Advanced computers
(alien being different composition,
not human)

Guardian Eyes Logos
Guardian human eye logos

Rebels

(Rebels band knows the truth)

Planet with machines
(planet with computers and computer
networks, planet ruled by them)

Epic – Evolution of Consciousness

(Birth and evolution of consciousness
is the theme of the story)

Narrative

Ending

(Perpetual existence)

Begin again

Good people walked out of I-Khan

(transnormal effect of entry and exit
from body)

I-khan is blind

(Character ascends to power
after incurring blindness)

Golden beams emanate from his eyes;
ascends to power after incurring
blindness

Girl is captured & held hostage

Advanced computers
(created by computers not
human)

Sentinel Eyes Logos
Sentinel human eye logos

Rebels

(Rebels band knows the truth)

Planet with machines
(planet with computers and
computer networks, planet
ruled by them)

Epic – Evolution of
Consciousness

(Birth and evolution of
consciousness is the theme of
the story)

Narrative

Ending

(Perpetual existence)

Begin again

Good people walked out of
I-Khan

(transnormal effect of entry
and exit from body)

Neo is blind

(Character ascends to power
after incurring blindness)

Golden beams emanate from
his eyes; ascends to power after
incurring blindness

Morpheus is captured & held
hostage

(Character captured, held hostage for portrayal)

(character captured, held hostage for portrayal)

Rebels (ships) die as treatment (rebels on ship die in testament and belief that I-khan is the one)

Rebels (ships) dies as treatment (rebels on ship die in testament and belief that Neo is the one)

I-khan human side dies (reborn)

Neo human side dies (reborn)

(Reborn without corruption)

(reborn without corruption)

I-khan is foretold as the one (Prophecy foretold character as the one)

Neo is foretold as the one (prophecy foretold character as the one)

Plot introduction year 2110 A.D. (time frame)

Plot introduction (time frame)

I-khan spiritual happening (hallucinatory)

Neo spiritual happening (hallucinatory)

Awakening, self recognition to his purpose

Awakening, self recognition to his purpose

Rebels (ship) knew he was the one (rebel band recognized I-khan was the one and pointed him out to each other)

Rebels (ship) knew Neo (rebel band recognized Neo.)

Hunting for the ship to kill rebels (government sent sentinels to hunt down and kill rebel band)

Sentinels were doing the same (government sent sentinels to kill rebel band)

Special effects

Special effects

I-khan and rebel band send forth optical projections of images of themselves to engage in battle

Neo and rebel band send forth optical projections of images of themselves to engage in battle

Programmed the mind-computerized warfare – to teach (programmed the mind for computerized warfare and combat)

Programmed the mind (same) programmed the mind for computerized warfare and combat)

In space I-khan develops his alien side and inherits special powers)

In space Neo develops his alien side and inherits special powers)

Protected Literary Work
Sophia Stewart – “The Third Eye”

Quote: “We will be back”

Identical plot

Identical characters

Identical settings

Spans past, present, and future

Iceus

(Mother expecting child destined to
destroy computers in the future)

The Infringing Work
“The Terminator I-III”

Quote: “I’ll be back”

Identical plot

Identical characters

Identical settings

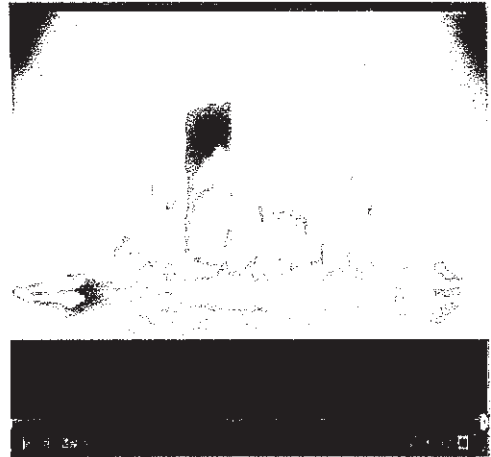
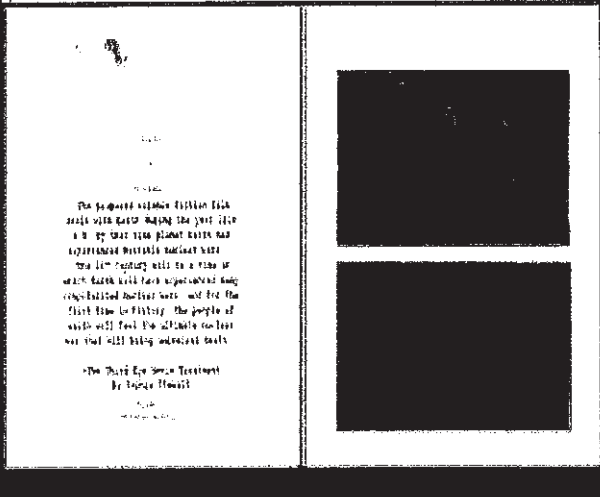
Spans past, present, and future

Sara Connors

(Mother expecting child
destined to destroy computers
in the future)

The Third Eye Animatrix Fraudulent

Procurement



Animatrix

© 2003 Warner Bros. Entertainment Inc.



The Terminator Fraud Derivative Animatrix Fraud



Animatrix Derivative



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<http://www.youtube.com/watch?v=iieuwaHJ9us&wide=1>

The Third Eye pg. 19

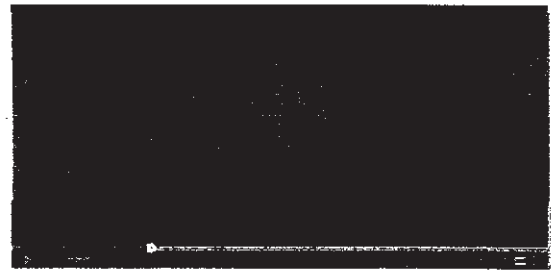
Animatrix Fraudulent Procurement



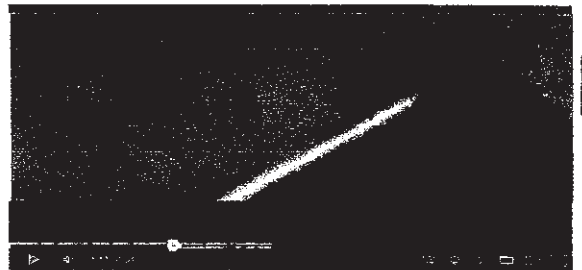
The Third Eye, pg 40

Animatrix Fraudulent Procurement

Organization.



ANIMATRIX Learning Technology

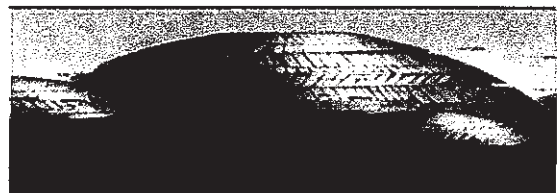


animatrix trailer

The

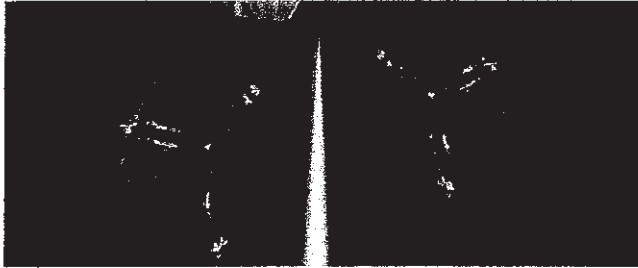
Third Eye, pg 38

Animatrix Fraudulent Procurement

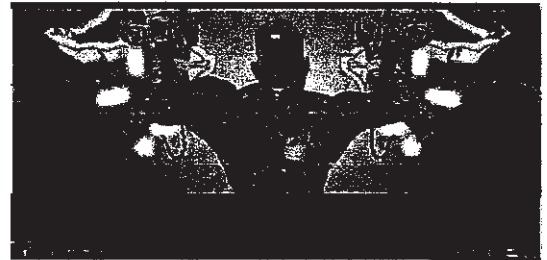


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The Third Eye, pg. 48



Animatrix Fraudulent Procurement



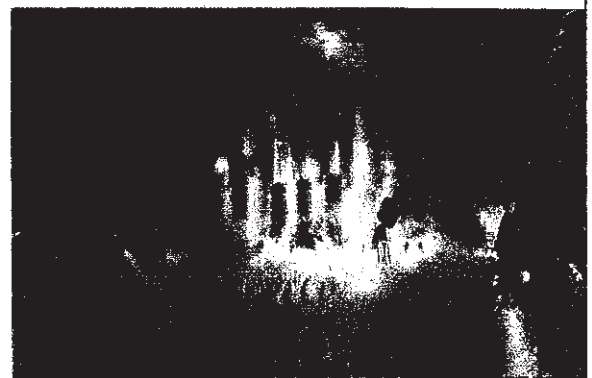
Animatrix

Search True
Investigations

Animatrix Fraudulent Procurement



Animatrix Fraudulent Procurement



DECLARATION OF MICHAEL T. STOLLER

I, Michael T. Stoller, declare:

1. I am an attorney at law licensed to practice before the above entitled court. I represent plaintiff Sophia Stewart in this action. The following statements are based on my own personal knowledge and if called as a witness I could and would competently testify accordingly.

2. This declaration is filed in support of plaintiff's motion for reconsideration, or alternatively, for relief under Fed. R. Civ. P. 60(b).

3. Attached as Exhibit 1 is a DVD of defendants' film "The Matrix".

4. Attached as Exhibit 2 is a DVD of defendants' film "The Matrix Reloaded".

5. Attached as Exhibit 3 is a DVD of defendants' film "The Matrix Revolutions".

6. Attached as Exhibit 4 is a DVD of defendants' film "The Terminator".

7. Attached as Exhibit 5 is a DVD of defendants' film "Terminator 2: Judgment Day".

8. Attached as Exhibit 6 is a DVD of defendants' film "Terminator 3: Rise of the Machines".

9. Attached as Exhibit 7 is a true and correct copy of my letter to defendants' counsel dated and delivered on June 24, 2005 in which I advised defendants' counsel of my intention of filing a motion for reconsideration. This letter was sent pursuant to Local Rule 7-3.

10. I did not initially file an opposition to defendants' motions for summary judgment on behalf of plaintiff in light of the lack of discovery and the automatic admissions conclusively established against her cause. After the court denied

1 plaintiff's motion for relief under Fed. R. Civ. Pro. 60(b), and granted plaintiff three
2 days in which to file oppositions to the two motions for summary judgment, I did not
3 lodge the infringing films as I believed that it was part of defendants' initial burden
4 of establishing that there was no genuine issue as to independent creation and
5 substantial similarity.

6 I declare under penalty of perjury under the laws of the United States that the
7 foregoing is true and correct. Executed this 27th day of June, 2005 in Hidden Hills,
8 California.

9
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11 _____
12 Michael T. Stoller
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A N N O U N C I N G



The Writers at the Future Contest Contest for New Amateur Writers

Sponsored by L. Ron Hubbard

FOR ORIGINAL WORKS OF SCIENCE FICTION OF SHORT STORY OR NOVELETTE LENGTH

ALL WORKS ARE ADJUDICATED BY
PUBLISHED AUTHORS ONLY.

1ST, 2ND, 3RD PRIZES:
\$1,000, \$750, \$500.

Don't Delay! Send Your Entry To:

Writers of the Future Contest
2210 Wilshire Blvd., Suite 343
Santa Monica, CA 90403

CONTEST RULES

1. All entries must be original works of science fiction or fantasy. Plagiarism will result in automatic disqualification. Submitted works may not have been previously published.

h. October 1 - Dec 31, 1985
i. January 1 - March 31, 1986
j. April 1 - June 30, 1986

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To be eligible for a quarterly contest, an entry must be postmarked no later than midnight of the last day of the quarter.

8 Only one entry per quarter

9 Winners of a Quarterly contest are ineligible for further participation in the contest

10 The winners of the quarterly contests will be eligible for trophies or certificates

11 A 1985 grand-prize winner will be selected from among the Quarterly winners from the period October 1, 1984 through September 30, 1985. Similarly a grand prize winner will be selected for the 1986 contest from among those quarterly winners from the period October 1, 1985 through September 30, 1986

12 Should the sponsor of this contest decide to publish an anthology of science fiction and fantasy works, winners will be contacted regarding their interest in having their manuscripts included

13 Entries will be judged by a panel of professional authors. Each contest may have a different panel. Entries will not be judged by L. Ron Hubbard or his agents. The decisions of the judges are final.

14 Winners of each contest will be individually notified of results by mail, together with names of those sitting on the panel of judges.

Welcome

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Attorney Detail

as of 05/10/2013

Registration Number: 1216704

JONATHAN LUBELL

E-mail Address:

Year Admitted in NY: 1958

Appellate Division

Department of

Admission: 1

Law School: HARVARD LAW SCHOOL

Registration Status: Deceased

Next Registration:

COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the Appellate Divisions of the Supreme Court in New York is available at www.nycourts.gov/courts.

If the name of the attorney you are searching for does not appear, please try again with a different spelling. In addition, please be advised that attorneys listed in this database are listed by the name that corresponds to their name in the Appellate Division Admissions file. There are attorneys who currently use a name that differs from the name under which they were admitted. If you need additional information, please contact the NYS Office of Court Administration, Attorney Registration Unit at 212-428-2800.

www.NYCOURTS.gov

Terminator

Set in a present day city.

A young woman is stalked by the ultimate hit man from the future sent by a totalitarian state to kill her and thus eradicate a revolutionary leader in their age who is her descendant. The 'hit man' is a biological machine, a formless mass of protein, which can change shape and color in an advanced type of camouflage. It can imitate inanimate objects for brief periods of time, or can steal the form of animals or ~~people~~ ^{people} after which it kills them and mutilates the bodies so that it can take their places. Leaving a wake of death it skips from person to person in its relentless breakdown of the

44

innocent woman. Her only ally
is ~~a ^{future} revolutionary~~ an agent
of the ^{future} revolutionaries, sent back in time
to protect her from the terminator
~~which~~ a desperate weapon feared
by its own creators who are unable
to control it after it is programmed
for its victims.

The agent falls in love with her
and they make love in an interlude
in the chase.

FORM PA
UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

PAU 584-584

PA PAU
EFFECTIVE DATE OF REGISTRATION

FEB 03 1984

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK

TERMINATOR

PREVIOUS OR ALTERNATIVE TITLES

NATURE OF THIS WORK See instructions

Screenplay

NAME OF AUTHOR James Cameron

DATES OF BIRTH AND DEATH
Year Born Year Died

Was this contribution to the work a "work made for hire"?
 Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
Citizen of USA
OR Domiciled in USA

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? Yes No
Pseudonymous? Yes No

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed.
screenplay

NAME OF AUTHOR Gale Anne Hurd as employee for hire of Pacific Western Productions

DATES OF BIRTH AND DEATH
Year Born Year Died

Was this contribution to the work a "work made for hire"?
 Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
Citizen of USA
OR Domiciled in USA

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? Yes No
Pseudonymous? Yes No

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed.
screenplay

NAME OF AUTHOR

DATES OF BIRTH AND DEATH
Year Born Year Died

Was this contribution to the work a "work made for hire"?
 Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
Citizen of
OR Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? Yes No
Pseudonymous? Yes No

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed.

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED This information must be given in all cases.
1983

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK
Complete this information ONLY if this work has been published.

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2

Hemdale Film Corp.
9255 Sunset Blvd.
Los Angeles, CA

DO NOT WRITE HERE
OFFICE USE ONLY
APPLICANT RECEIVED
03 FEB 1984
FILED
03 FEB 1984
REGISTRATION NUMBER DATE
114898 FEB 384

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.
J. Cameron assigned to Pacific Western Productions and Pacific Western Productions assigned to Hemdale Film

MORE ON BACK
• Complete all applicable spaces from top to bottom in order.
• See detailed instructions on the back of this form.

PAU 584-564

DEPOSIT ACCOUNT
 HANDS USED

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?
 No If your answer is "Yes," why is another registration being sought? (Check appropriate box)
 This is the first published edition of a work previously registered in unpublished form.
 This is the first application submitted by this author as copyright claimant.
 This is a changed version of the work, as shown by space 6 on this application.
If answer is "Yes," give: Previous Registration Number Year of Registration

DERIVATIVE WORK OR COMPILATION Complete both space 5a & 5b for a derivative work; complete only 5b for a compilation.
5a. Existing Material: Identify any preexisting work or works that this work is based on or incorporates.

5b. Material Added to This Work: Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Account Number

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip
Melaine Cook, Esq.
Cooper, Epstein & Hurewitz
9465 Wilshire Blvd. #800
Beverly Hills, CA 90212
Area Code & Telephone Number: 213-278-1111

AFFIRMATION I, the undersigned, hereby certify that I am the
only one
for
the copyright claimant
owner of exclusive right(s)
authorized agent of Hemdale Film Corp.
Name of author or other copyright claimant, or owner of exclusive right(s)

work identified in this application and that the statements made
in this application are correct to the best of my knowledge.
Printed name and date: Melaine Cook date: 05/31/1984

Handwritten signature (X) Melaine Cook

Name: Hemdale Film Corp.
c/o Cooper, Epstein & Hurewitz
Number/Street/Apartment Number: 9465 Wilshire Blvd. #800
City/State/ZIP: Beverly Hills, CA 90212

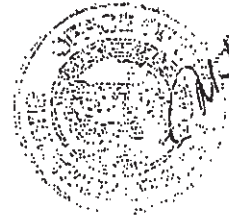
- What you:
• Completed all necessary spaces?
• Signed your application in space 8?
• Enclosed check or money order for \$10 payable to Register of Copyrights?
• Enclosed your deposit material with the application and fee?
MAIL TO: Register of Copyrights
Library of Congress, Washington
D.C. 20559

Penalty: Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,000.

7

8

9



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 17 2008

DEBRA BOWEN
Secretary of State

Similarly, as to Hemdale Film Corporation, the name and addresses of the officers and their addresses that apply to the period between the aforementioned period of time.

Corporation		
PACIFIC WESTERN PRODUCTIONS, INC.		
Number: C1043898	Date Filed: 5/12/1981	Status: active
Jurisdiction: California		
Address		
70 N RAYMOND AVE STE 201		
PASADENA, CA 91103		
Agent for Service of Process		
JULIE A THOMSON		
70 N RAYMOND AVE STE 201		
PASADENA, CA 91103		

Don't pick lemons.
See all the [new 2007 cars](#) at [Yahoo! Autos](#).

1043898

ehy

FILED

In the office of the Secretary of State of the State of California

MAY 12 1981

MARCH FONG EU, Secretary of State

By Carmelle M. Guy
Deputy

ARTICLES OF INCORPORATION

OF

PACIFIC WESTERN PRODUCTIONS, INC.

I

The name of this corporation is PACIFIC WESTERN PRODUCTIONS, INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practices of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

James R. Miller, Esq.
2029 Century Park East
Suite 2500
Los Angeles, California 90067

IV

This corporation is authorized to issue one class of shares of stock; the total number of said shares is five hundred thousand (500,000).

Dated: 5/12/81



[Handwritten Signature]
(Signature of Incorporator)

JAMES R. MILLER
(Typed Name of Incorporator)

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

[Handwritten Signature]
JAMES R. MILLER

The name of this corporation is PACIFIC WESTERN PRODUCTIONS, INC.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may

The name and address in the State of California of this corporation's initial agent for service of proces

James R. Miller, Esq.
2029 Century Park East
Suite 2500
Los Angeles , California 90067

This corporation is authorized to issue one class of shares of stock; the total number of said shares is fi

Dated: 5/12/81

James R. Miller
Signature of Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which exe

/s/ James R. Miller

DAVID GALE AND JULIE THOMSON certify that:

1. They are the President and Secretary, respectively, of Pacific Western Productions, Inc., a Calif
2. The articles of incorporation of this corporation are hereby amended to add a new Article V read

"The liability of the directors of the corporation for monetary damages shall be *eliminated to*

3. The foregoing amendment of the articles of incorporation has been duly approved by the board
4. The foregoing amendment of articles of incorporation has been duly approved by the required v
amcndment equaled or exceeded the vote required. The percentage vote required was more than

We further declare under penalty of perjury under the laws of the State of California that the matte

Date: March 25, 1992.

David Gale - President

Julie Thomson - Secretary

James R Miller - #69920

Current Status: Not eligible to practice law (Not Entitled)

See below for more details.

Profile Information

Bar Number

69920

Address

9460 Wilshire Blvd #600
Beverly Hills, CA 90212-2719

District District 7
 County Los Angeles
 Sections None
Status History

Effective Date
 Present
 9/16/2003
 1/4/2001
 1/1/1996
 12/9/1976

Miller had been in practice from 1976 through 1981 when he got the request to form Pacific West
 The current lawyer affiliated with the management of PWP is Gale. He is listed as inactive. It is interesting t
 "The liability of the directors of the corporation for monetary damages shall be *eliminated*

David Marc Gale - #155713
Current Status: Inactive

This member is inactive, but is eligible to become active.
 See below for more details.

Profile Information

Bar Number	155713		
Address	MTV Films 5555 Melrose Ave MOD213 Los Angeles, CA 90038-3149	Phone Number	(323) 958-4390
		Fax Number	(323) 862-1386
		e-mail	dpjul@bjnpoep.com fyth@lqsci.com ettqrige@frr.com srragl@osu.edu
District	District 7	Undergraduate School	Stanford Univ; Stanford CA
County	Los Angeles	Law School	New York Univ SOL; New York NY
Sections	None		

Status History

Effective Date
 Present
 1/1/1992
 12/16/1991

Copyright
Office
of the
United
States

THE
LIBRARY
OF
CONGRESS

Certificate of Recordation

THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT WAS RECORDED IN THE COPYRIGHT OFFICE ON THE DATE AND IN THE PLACE SHOWN BELOW.
THIS CERTIFICATE IS ISSUED UNDER THE SEAL OF THE COPYRIGHT OFFICE

DATE OF RECORDATION

20Jun94

CITY

2998

506

CITY

2998

507



Barbara Ringer

Acting
Register of
Copyrights and
Associate
Librarian for
Copyright
Services

0000 0006

**ASSIGNMENT
OF COPYRIGHT**

For valuable consideration, receipt of which is hereby acknowledged, the undersigned **ANDY WACHOWSKI** and **LARRY WACHOWSKI** (herein referred to jointly and severally as "Assignor"), whose address is c/o Circle of Confusion Limited, 131 Country Village Lane, New Hyde Park, New York 11049, Attention: Rajeev Agarwal, hereby sells, grants, and assigns to **WARNER BROS.**, a division of Time Warner Entertainment Company, L.P., (hereinafter referred to as "Assignee"), whose address is 4000 Warner Blvd., Burbank, California 91522, exclusively, in perpetuity and throughout the universe, all right, title and interest, including without limitation the entire copyright and all extensions and renewals thereof (but excluding comic book publishing rights and those rights reserved to a "professional writer" in connection with the sale of a screenplay to a signatory company under the 1992 Writers Guild of America Theatrical and Television Basic Agreement), in and to that certain work of authorship described as follows:

Title: "MATRIX"


Written By: **ANDY WACHOWSKI** and **LARRY WACHOWSKI**

Copyright Registration No.: _____

including the title, themes, stories and all other contents thereof, and the characters therein, and all translations, adaptations, sequels and other versions thereof, whether now or hereafter acquired.

Assignor and Assignee have entered into a formal agreement dated February 15, 1994, relating to the assignment of the foregoing rights in and to said work, which rights are more fully described in said agreement, and this assignment is expressly made subject to all of the terms, conditions and provisions contained in said agreement.

The undersigned has executed this assignment effective as of February 15, 1994.



ANDY WACHOWSKI



LARRY WACHOWSKI

DOCUMENT COVER SHEET

For Registration of Documents
UNITED STATES COPYRIGHT OFFICE

DATE OF RECORDATION
(Assigned by Copyright Office)

06/20/94

Month Day Year

VOLUME 2998 Page 506

VOLUME 2998 Page 507

REMITTANCE

FUNDS RECEIVED

063341979



DO NOT WRITE ABOVE THIS LINE.

To the Register of Copyrights:
Please record the accompanying original document or copy thereof.

1 NAME OF THE PARTY OR PARTIES TO THE DOCUMENT, AS THEY APPEAR IN THE DOCUMENT.
Party 1: Andy Wachowski
c/o Circle of Confusion (Infid) Ltd.
131 Country Village Lane
New Hyde Park, New York 11048 (Cont'd...)
Party 2: Warner Bros., a division of Time Warner Entertainment Company, L.P.
4000 Warner Blvd.
Burbank, CA 91522

2 DESCRIPTION OF THE DOCUMENT:
 Transfer of Copyright Termination of Transfer(s) [Section 304] Transfer of Mask Works
 Security Interest Shareware Other Assignment
 Change of Name of Owner Life, Identity, Death Statement [Section 302]

3 TITLE(S) OF WORK(S), REGISTRATION NUMBER(S), AUTHOR(S), AND OTHER INFORMATION TO IDENTIFY WORK.
Title: MATRIX
Registration Number:
Author: Andy Wachowski and Larry Wachowski
Additional sheet(s) attached?
 yes
 no
If so, how many?

4 Document is complete by its own terms
 Document is not complete. Record "as is" 5 Number of Titles in Document: 1

6 Amount of fee enclosed or authorized to be charged to a Deposit Account: \$20 7 Account number: DA013544
Account name: Warner Bros.

8 Date of execution and/or effective date of accompanying document: as of February 15, 1994
(month) (day) (year)

9 AFFIRMATION: I hereby affirm to the Copyright Office that the information given on this form is a true and correct representation of the accompanying document. This affirmation will not suffice as a certification of a photocopy signature on the document.
Signature: Irene Slade
Date: 6/10/94

10 CERTIFICATION: Complete this certification if a photocopy of the original signed document is submitted in lieu of a document bearing the actual signature.
I certify under penalty of perjury under the laws of the United States of America that the accompanying document is a true copy of the original document.
Signature:
Duly Authorized Agent of:
Date:

MAIL RECORDATION TO:
Name: Irene Slade
Warner Bros.
Number/Street Address/Room Number:
4000 Warner Blvd., Rm. 253, Bldg. 3
City/State/ZIP:
Burbank, CA 91522

1. One copy of the Document Cover Sheet
2. Fee in check or money order payable to Register of Copyrights
3. Document
The Copyright Office will not accept a document for registration unless the document is accompanied by the fee and the Document Cover Sheet.
Copyright Office, Library of Congress, Washington, DC 20540

Space 1 continued:

Party 1 continued:

Larry Wachowski
c/o Circle of Confusion Limited
131 Country Village Lane
New Hyde Park, New York 11040

("MATRIX")

David G. Turcotte
Page 2




Regarding your question about the source of The Matrix, the answer is simple. There is no "source work" in the sense of some underlying work published in another medium. The film is based on an original screenplay, and the screenplay contains an original story created by its authors.

One other point is worth emphasizing here. In your letter, you state that a "simple denial" of liability "without supporting documentation" will not satisfy you or your client. That statement implies that we have the burden of proving that we did not copy your client's work. That is a legal theory that neither we nor any court will accept. On the contrary, your client must prove copying, and, as noted, we have seen no evidence that even suggests it.

As I hope Ms. Stewart will confirm, we have treated her claim seriously and respectfully. But based on everything we have seen to date, there is no merit in this claim. That leaves us no choice but to defend against it, and if necessary we are prepared to do so. We hope, however, that upon objective review of the evidence, you and Ms. Stewart may come to the conclusion that there is no basis here for legal action.

Sincerely,


Jeremy N. Williams

Enclosure

cc: Pamela Kireh, John Schulman



From the Desk Of:

ASAC WILLIAM H. DUFF
WHITE COLLAR CRIME BRANCH
DIVISION 2 - BRANCH "2"
X2802



DATE 7/6/01

- ADIC MAWN
- SAC _____
- SAC CORDIER
- A/SAC _____
- ASAC _____
- CDC _____
- _____

- CSSA [redacted]
- SSA [redacted] (C-1)
- SSA [redacted] (C-2)
- SSA [redacted] (C-3)
- SSA [redacted] (C-4)
- SSA [redacted] (C-8)
- SSA [redacted] (C-12)
- SSA [redacted] (C-14)
- SSRA [redacted] (C-21)
- SSA [redacted] (C-28)
- SSA [redacted] (C-33)
- SSA [redacted] (C-35)
- SSA [redacted] (C-37)

b6
b7C



b6
b7C

RE:

- *****
- Please Expedite
 - For Approval
 - For Info.
 - Please See Me
 - Please Handle
 - See Attached
- *****

Looks like a 995E case.



EXH 13



ASAC WILLIAM H. DUFF
WHITE COLLAR CRIME BRANCH
DIVISION 1 BRANCH



DATE 3/1/01

TO: DE WANN
FROM: ASAC
SUBJECT: RECORDS
ASAC
ASAC
ASAC

[REDACTED]

b7c

BY: MARIA
MARYANNE

Please Expedite For Info Please Handle
Please Acknowledge Please See Me See Attached

Handwritten notes: 10/21/01 - 295 - 6/1/01

NOTE: Hand print names legibly; handwriting satisfactory for remainder.
Indices: Negative See below

Subject's name and aliases
Wachowski Brothers

Character of case
Copyright infringement
Civil rights violation

Complainant Protect Source
Sophia Stewart

Complaint received by SA [redacted]
Field Office NY Telephone # [redacted]
 Personal Telephonic Date 12/15/03 Time 4:00 pm

Address of Subject

Complainant's address and telephone number
PO Box 165153
Salt Lake City, UT

Complainant's DOB
02/05/1968
Sex
Female

Subject's Description	Race	<input type="checkbox"/> Male	Height	Hair	Build	Birth date and birth place
	Age	<input type="checkbox"/> Female	Weight	Eyes	Complexion	Social Security Number
	Scars, marks and other data					

Employer Address Telephone

Vehicle Description

Facts of Complaint
-C- filed a complaint on 07/09/2001, 295B-NY-U275271 Serial 30, in which -C- claimed she was the author of the movie MATRIX and it was stolen by the Wachowski brothers, who are publicly regarded as the true authors of the MATRIX. -C- claimed her 4th amendment right to Due Process was violated during the original investigation. -C- stated an FBI agent named [redacted] (sp?) from the Salt Lake City division had taken documents from -C- as evidence relating to the alleged copyright violation and had agreed to investigate the matter but nothing was ever done by [redacted] also refused to return the documents to -C- after repeated requests. -C- was unable to provide the spelling of [redacted] name or any contact information. -C- also believed [redacted]

rmh

UPLOADED
WITH
V. [redacted]
BY [redacted]
DATE 1-14-04

Do not write in this space.

295B-NY-U275271-56

SEARCHED [initials] INDEXED [initials]
SERIALIZED [initials] FILED [initials]

DEC 30 2003

[initials] BHER [initials]

BLOCK STAMP

(Complaint received by)

Recommend send to 295B-NY-U275271
71-sophia-st.wpd

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b7c

[Handwritten mark]

b6
b7c

FD-71 (Rev. 3-05-2003)
Complaint Form

230 12

b6
b7c

NOTE: Hand print names legibly; handwriting satisfactory for remainder.
Indices: Negative See below

Subject's name and aliases
[redacted] and [redacted]
of Paramount Studios;
[redacted]

Character of case
295B - Copyright Infringement

Complainant Protect Source
Sophia Stewart

Complaint received by SA [redacted] RMZ
Field Office Las Vegas Telephone # [redacted]
 Personal Telephonic Date 08/03/2007 Time 4:00 pm

Address of Subject

Complainant's address and telephone number
9025 W. Desert Inn Road #273
Las Vegas, Nevada 89117

Complainant's DOB
02/05/1968
Sex
Female

Subject's Description	Race	<input type="checkbox"/> Male	Height	Hair	Build	Birth date and birth place
	Age	<input type="checkbox"/> Female	Weight	Eyes	Complexion	Social Security Number
	Scars, marks and other data					

Employer
Paramount Studios
Address
Telephone

Vehicle Description

Facts of Complaint
Sophia Stewart, writer of the "The Third Eye" and "When the Gods Walked the Earth" claims her 4th Amendment right to Due Process has been violated. Stewart, the writer of the "Third Eye", believes copyright laws have also been violated when the ideas from her book "The Third Eye" were stolen and used for the creation and production the of the movie "The Matrix". Stewart, who has publicly been acknowledged as the creator of "The Matrix", now believes her ideas from her recent novel, "When the Gods Walked the Earth", have been stolen and used in the recently released movie "The Transformers". Attached are documents mailed by Stewart supporting her allegations.
54348_07.wpd

rmz
(3)

SA [redacted] RMZ
(Complaint received by)

Do not write in this space.
295B - 0 - 63
#12
BLOCK STAMP

(Rev. 10-01-1999)

FEDERAL BUREAU OF INVESTIGATION

TAKA

Precedence: ROUTINE

Date: 12/28/1999

To: Los Angeles

Attn: SSA [redacted]

From: Detroit

Squad C5

Contact: SA [redacted] (313) 237-4347

Approved By: [redacted]

b6
b7C

Drafted By: [redacted]

:agj

Case ID #: 295-0 (Pending)

Title: Andy Wachowski;
Larry Wachowski;
IPR - Copyright Infringement

Synopsis: Refer complaint to Los Angeles Division

Enclosures: Enclosed for LA Division is a copy of complaint received in Detroit.

Details: On 12/21/99 the Detroit Division received a complaint regarding the infringement of a copyright relating to the motion picture "Matrix." A copy of the original complaint is enclosed for your review.

295-7-0-0

wcc-3

JAN 03 REC'D

2/1

02/13/2007 14:02

EBI

PAGE 02/02 b6 b7C

FD-71 (Rev. 3-05-2002)
Complaint Form

NOTE: Hand print names legibly; handwriting satisfactory for remainder.
Indices: Negative See below

Subject's name and aliases		Character of case	
		194-LV- (NEW) b6	
		Corruption of State & Local Public Officials b7C	
		Complainant <input type="checkbox"/> Protect Source Sophia Stewart b6	
Complaint received by SA [redacted]		Field Office Las Vegas Telephone # [redacted]	
		<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Telephonic Date 04/14/2006 Time 11:50 am b7C	
Address of Subject		Complainant's address and telephone number	
		9025 W. Desert Inn #107 Las Vegas, NV. 89117 (702)364-2008	
		Complainant's DOB	Sex
		[redacted]	Female
Subject's Description	Race	<input type="checkbox"/> Male	Height
	Age	<input type="checkbox"/> Female	Weight
	Scars, marks and other data		
	Hair	Build	Birth date and birth place
	Eyes	Complexion	Social Security Number
Employer	Address		Telephone
Vehicle Description			
Facts of Complaint			
<p>Sophia Stewart wrote the manuscript, "The Third Eye". Stewart is currently involved in a \$2.5 billion copyright lawsuit (related FBI cases 295-NY-U275271, 295-0-25, and 195-SU-0) where she is claiming the makers of the movie "The Matrix", stole her ideas. Stewart now claims the attorney's representing her in this case, have failed to follow basic judicial procedures, to include the presentation of discovery documents, the submission of evidence, meeting deadlines, and attending hearings. Stewart believes she is not receiving her due process of law. Stewart has not been allowed to speak during her court proceedings, as her attorney's have misrepresented the facts fo the case.</p> <p>2/13/07 HER OWN ATTORNEYS DID NOT DO WHAT THEY NEEDED TO DO IN HER CIVIL CASE. FILED SUIT 58A-LV-0-66 IN CENTRAL DISTRICT OF CALIFORNIA - CHANGED TO JUDGE MORROW (SP?) - FEDERAL. IMZ ADVISED TO CALL L.A. FBI (3) REGARDING COPYRIGHT INFRINGEMENT AS EVERYTHING TOOK PLACE IN LOS ANGELES.</p> <p style="text-align:right">DAB 2/13/07</p>			
SA [redacted]		Do not write in this space.	
(Complaint received by)		b6 b7C	
BLOCK STAMP			

①
DAB

Complaint Form

NOTE: Hand print names legibly; handwriting satisfactory for remainder.
Indices: Negative See below

Subject's name and aliases Wachowski Brothers	Character of case Copyright infringement Civil rights violation
	Complainant <input type="checkbox"/> Protect Source Sophia Stewart
	Complaint received by SA [redacted] Field Office NY Telephone # [redacted] <input type="checkbox"/> Personal <input checked="" type="checkbox"/> Telephonic Date 12/15/03 Time 4:00 pm

b6
b7C

Address of Subject	Complainant's address and telephone number PO Box 165153 Salt Lake City, UT
	Complainant's DOB 02/05/1968 Sex Female

Subject's Description	Race <input type="checkbox"/> Male	Height	Hair	Build	Birth date and birth place
	Age <input type="checkbox"/> Female	Weight	Eyes	Complexion	
	Scars, marks and other data				

[Handwritten initials]

Employer	Address	Telephone
----------	---------	-----------

Vehicle Description

Facts of Complaint

-C- filed a complaint on 07/09/2001, 295B-NY-U275271 Serial 30, in which -C- claimed she was the author of the movie MATRIX and it was stolen by the Wachowski brothers, who are publicly regarded as the true authors of the MATRIX. -C- claimed her 4th amendment right to Due Process was violated during the original investigation. -C- stated an FBI agent named [redacted] (sp?) from the Salt Lake City division had taken documents from -C- as evidence relating to the alleged copyright violation and had agreed to investigate the matter but nothing was ever done by [redacted] also refused to return the documents to -C- after repeated requests. -C- was unable to provide the spelling of [redacted] name or any contact information. -C- also believed [redacted]

b6
b7C

rmh

UPLOADED ✓
 WITH
 V. *[initials]*
 BY *[initials]*
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*Recommend send to 295B-NY-U275271
71-Sophia-St. WPD*

JONATHAN W. LUBELL

Attorney-at-Law

730 Fifth Avenue, New York, N.Y. 10019

Telephone: 212 659 7775 Facsimile: 212.659.7805

jwljnl@aol.com

September 21, 2004

Sophia Stewart
P.O. Box 165153
Salt Lake City, Utah 84116

Re: Sophia Stewart v. Andy Wachowski, et al.

Dear Ms. Stewart:

This Agreement when countersigned by you will confirm that Jonathan W. Lubell, Dean Browning Webb and Gary S. Brown will be acting as counsel for you as defined below relating to claims of copyright infringement, RICO violations, unfair competition and possible related wrongdoing arising from their plan and actions which deprived you of your protected literary properties and epic science fiction manuscript.

You will be billed on a monthly basis as follows:

- (1) \$300 per hour for Jonathan W. Lubell's time, and at the conclusion of the case, fifteen (15) percent of the total amount recovered by you by jury verdict, court decision, settlement, award or other event. For purposes of determining the amount Mr. Lubell is to recover, the fifteen percent will be applied to the total amount recovered by you prior to any reduction for payment of disbursements or expenses.
- (2) \$200 per hour for Dean Webb's time, and at the conclusion of the case, fifteen (15) percent of the total amount recovered by you by jury verdict, court decision, settlement, award or other event. For purposes of determining the amount Mr. Webb is to recover, the fifteen percent will be applied to the total amount recovered by you prior to any reduction for payment of disbursements or expenses.
- (3) \$150 per hour for Gary S. Brown's time and at the conclusion of the case, five (5) percent of the total amount recovered by you by jury verdict, court decision, settlement, award or other event. For purposes of determining the amount Mr. Brown is to recover, the five percent will be applied to the total amount recovered by you prior to any reduction for payment of disbursements or expenses.

If any of the above-described hourly billings are not paid within thirty days of billing, the attorney whose billing remains unpaid reserves the right to withdraw as your attorney.

Simultaneous with the signing of this Agreement, you will pay to Mr. Lubell a Retainer in the amount of \$5000. The said sum of \$5,000 is to be applied to payment of the first hours billed to you by him. Any unused portion of the retainer after payment of the hourly rate as provided herein will be refunded or credited to you after the conclusion of the matter and the preparation of final billing runs. If the retainer is exceeded by time charges, additional billings will be made on a periodic basis, also at the same rates, as outlined above.¹ Mr. Lubell would expect any additional billings to be paid promptly. If a bill is not paid within thirty days, Mr. Lubell reserves the right to withdraw as your legal representative.

The total amount to be paid by you on the hourly billings shall not exceed \$50,000. Thereafter, the unpaid billings will be paid by adjusting upward the contingency amount of the attorney whose billings are unpaid. The total of all the contingencies after the adjustments shall not exceed 50%.

With respect to disbursements, all bills for disbursements in excess of \$300 will be forwarded to you for their direct payment, but we will ask you to pay certain large disbursement items in advance. Disbursements for which you will be billed may include, among other things, word processing, photocopying, messenger services, overnight delivery services, telefax and other electronic communications charges, postage, long distance telephone charges, necessary hotel and transportation charges, stenographic services, expert and mediator fees, computerized legal research and other database usage, and filing fees.

Mr. Lubell will be the coordinator of the legal work and of the activities of the legal team. He will focus on copyright issues. Mr. Webb will focus on RICO issues. Mr. Brown be local counsel performing the necessary ministerial tasks and appearing at court proceedings when necessary. Mr. Brown will also check the application of the local rules.

You have the right to discharge us for any reason or without any reason upon giving reasonable notice. If you discharge us, you are responsible for paying for all disbursements set forth in our statements preceding the discharge and for all unbilled disbursements incurred prior to our discharge. Our entitlement to the contingency as set forth above shall remain in full force and effect.

In the unlikely event that there is a dispute between us regarding our fees, you may have a right to arbitrate such dispute pursuant to Part 137 of the Rules of the Chief

¹ In addition, during the time when your retainer covers our charges, we will send you, for informational purposes, a copy of the monthly run for your account, which will show you on a daily basis the work done on your account. Generally, these statements are available within 30 days after the close of the month, although disbursement charges are often reflected only 30-90 days after incurred.

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Administrator of the Appellate Division of the Supreme Court of New York. In such event, we will provide a copy of the applicable rules.

The terms of this Agreement are confidential and will not be disclosed to any third parties unless required in a Court proceeding.

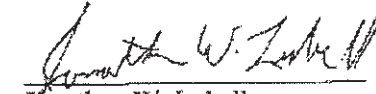
In the event of any disagreements among the lawyers, you will have the right to resolve them. You will be responsible for public relations and publicity regarding the above-described claims and case. Where possible you will discuss public relations and publicity matters with Jonathan W. Lubell before taking public action in those areas. The attorneys to this Agreement will not be involved in public relations or publicity without your consent.

Be assured that we will do our utmost to serve you effectively. We cannot guarantee the success of any given venture, but we will strive to represent your interests professionally and efficiently. We will have primary responsibility for your representation, and will utilize other attorneys and legal assistants in the best exercise of our professional judgment. If at any time you have questions, concerns or criticisms, please contact us at once.


Kindly sign and return to Mr. Lubell a copy of this letter to memorialize that these terms are agreeable to you and to authorize our continuing representation of you.

We all look forward to working on this matter.

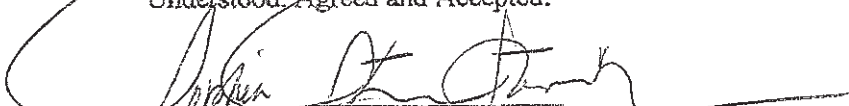
Sincerely,


Jonathan W. Lubell

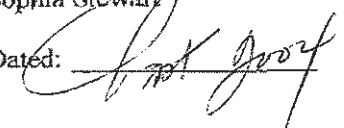
Dean Webb


Gary S. Brown

Understood, Agreed and Accepted:


Sophia Stewart

Dated:



MATTER JONATHAN LUBELL (06/22/93)

SUPREME COURT OF NEW YORK, APPELLATE DIVISION, FIRST DEPARTMENT

decided: June 22, 1993.

IN THE MATTER OF JONATHAN LUBELL, ESQ. (ADMITTED AS JON LUBELL), A SUSPENDED ATTORNEY; DEPARTMENTAL DISCIPLINARY COMMITTEE FOR THE FIRST JUDICIAL DEPARTMENT, PETITIONER, JONATHAN LUBELL, ESQ., RESPONDENT.

Disciplinary proceedings instituted by the Departmental Disciplinary Committee for the First Judicial Department. Respondent was admitted to the Bar at a Term of the Appellate Division of the Supreme Court for the First Judicial Department on April 3, 1978. By order of this Court made and entered on April 1, 1993 respondent was suspended from the practice of law until the further order of this Court.

Betty Weinberg Ellerin, J.p., Theodore R. Kupferman, David Ross, Sidney H. Asch, Bentley Kassal, JJ.

Author: Per Curiam

Per Curiam

Respondent, Jonathan Lubell, was admitted to the practice of law in New York by the First Judicial Department on April 10, 1978, under the name Jon Lubell. At all times relevant herein, he has maintained an office for the practice of law within the First Judicial Department.

By order (M-6566) of this Court entered April 1, 1993, respondent was suspended from the practice of law on the basis of willful failure to cooperate with the Departmental Disciplinary Committee ("Committee") in its investigation, and in light of uncontroverted evidence of professional misconduct pending the outcome of disciplinary proceedings against him.

The underlying facts of respondent's misconduct are set forth in our previous order (M-6566) of suspension. After a hearing, in which respondent did not appear despite repeated demands and warnings by the Committee, the Hearing Panel issued a written report sustaining all of the charges against respondent. Specifically, the Panel found that by intentionally converting the \$6,700.00 escrow deposit given to him by his client for the purchase of real property, respondent engaged in conduct involving dishonesty, fraud, deceit or misrepresentation, in violation of DR 1-102(A)(4); by failing to maintain intact the \$6,700.00 escrow deposit and by failing to deposit said funds into a special account, respondent failed to preserve the identity of client funds paid to him in violation of DR 9-102(A); by falsely informing a Justice of the New York County Supreme Court that he maintained his client's \$6,700.00 in an escrow account, when respondent knew that the referenced account was in fact a personal account and that he had not deposited or maintained the client's \$6,700.00 in the account, respondent knowingly made a false statement of fact, in violation of DR 7-102(A)(5) and engaged in conduct involving dishonesty, fraud, deceit or misrepresentation in violation of DR 1-102(A)(4); by falsely informing the Committee that a Justice of the New York County Supreme Court had ordered respondent "simply to submit a letter stating that he continued to hold the escrow deposit in his escrow account" when in fact he was ordered to deposit the funds into the Supreme Court,

respondent engaged in conduct involving dishonesty, fraud, deceit or misrepresentation, in violation of DR 1-102(A)(4); by failing to cooperate with the Committee, or to comply with the subpoena of the Appellate Division, respondent engaged in conduct prejudicial to the administration of justice, in violation of DR 1-102(A)(5); by failing to deposit the \$6,700.00 in court as ordered by a New York County Supreme Court Justice, respondent engaged in conduct prejudicial to the administration of justice, in violation of DR 1-102(A)(5), and disregarded a ruling of a tribunal made in the course of a proceeding, in violation of DR 7-106(A); and by the aforesaid conduct, respondent engaged in conduct that reflects adversely on his fitness to practice law in violation of DR 1-102(A)(6) (before September 1990) and in violation of DR 1-102(A)(7) (after September 1990). The Hearing Panel also noted that respondent's failure to deny his misconduct, or in any way to participate in this proceeding, was a serious aggravating factor.

By Notice of Petition and Petition dated March 22, 1993, the Committee seeks an order pursuant to 22 NYCRR 603.4(d), confirming the Hearing Panel's Report and Recommendation and imposing the recommended sanction of disbarment. Respondent has not interposed an answer.

Absent extremely unusual mitigating circumstances, this Court has consistently viewed conversion of funds belonging to a client or third-party as grave misconduct warranting the severe penalty of disbarment (Matter of Schmidt, 145 A.D.2d 103; Matter of Malatesta, 124 A.D.2d 62, 511 N.Y.S.2d 246; Matter of Walker, 113 A.D.2d 254, 496 N.Y.S.2d 434). An attorney who misappropriates funds is presumptively unfit to practice law (Matter of Pressment, 118 A.D.2d 270, 504 N.Y.S.2d 398 citing Matter of Marks, 72 A.D.2d 399, 424 N.Y.S.2d 229).

In this case, respondent has not offered any explanation for his serious misconduct. Other than serving a response to the client's complaint on June 11, 1991, in which he falsely stated that Judge Saxe simply ordered him to continue to hold the escrow deposit in this escrow account, respondent has otherwise made himself unavailable throughout these disciplinary proceedings. He failed to submit a response to the Committee's motion to suspend and he has failed to respond to the instant petition. By failing to offer a defense for his actions, respondent is deemed to have admitted the charges against him (22 NYCRR 605.12[c][4]). In addition, the Hearing Panel's recommendation that respondent be disbarred is warranted because of respondent's failure to cooperate in these proceedings (see, Matter of Borakove, 187 A.D.2d 1, 592 N.Y.S.2d 5).

Accordingly, the Hearing Panel's Report is confirmed and the motion by the Departmental Disciplinary Committee seeking respondent's disbarment is granted. Furthermore, respondent is ordered to make restitution to his client pursuant to Judiciary Law § 90(6-a)(a).

All concur.

Order filed.

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Gary Brown, Esq.

Jonathan Lubell, Esq.

February 22, 2005

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In any event, and as a courtesy to Ms. Stewart, and to make sure that she did not board an airplane during the winter storms that we are currently experiencing for no reason, I called Mr. Belton and told him that Ms. Stewart's attorneys had unilaterally postponed the deposition set for February 22, 2005. I did take the opportunity to advise him of the proposed alternate dates we provided to you (March 8, March 9, and March 10, 2005) so that he could pass these dates onto Stewart.

Very truly yours,



Bruce Isaacs
WYMAN & ISAACS LLP

BI/lp

cc: David Boren, Esq.